

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/30/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BWD AUTOMOTIVE CORPORATION		06/25/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	STANDARD MOTOR PRODUCTS, INC.
Street Address:	37-18 Northern Boulevard
City:	Long Island City
State/Country:	NEW YORK
Postal Code:	11101
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	75651190	SUPERMAG
Serial Number:	72389068	NIEHOFF

CORRESPONDENCE DATA

Fax Number: (972)701-8765
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: wcloud@hhdulaw.com
 Correspondent Name: D. Wade Cloud, Jr.
 Address Line 1: 15303 Dallas Parkway, Suite 700
 Address Line 4: Addison, TEXAS 75001

NAME OF SUBMITTER:	D. Wade Cloud, Jr.
Signature:	/DWC/
Date:	03/21/2007

CH \$65.00 75651190

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of June 30, 2003 (the "*Effective Date*"), is made by and between BWD Automotive Corporation, a Delaware corporation ("*Assignor*"), and Standard Motor Products, Inc., a New York corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 7, 2003 ("*Purchase Agreement*"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase substantially all of the assets, properties, rights and interests relating to the EMG Business (as defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of (i) the United States and foreign trademark registrations identified on Schedule A and (ii) unregistered servicemarks, trademarks, trade names and trademark applications (together with the goodwill of the EMG Business associated therewith, the "*Trademarks*"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of its right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, any such payments resulting from past, present or future infringement or other unauthorized use of the Trademarks, together with the right to sue for and collect the same.

Assignor requests that the Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Trademarks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(Signatures are on the following page.)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

BWD AUTOMOTIVE CORPORATION

By: A. Glenn Paton
Name: A. Glenn Paton
Title: Vice President and Treasurer

STATE OF OHIO)
 ss:
COUNTY OF LUCAS)

On this 25 day of June, 2003 personally appeared before me A. Glenn Paton, known to me to be Vice President and Treasurer of **BWD Automotive Corporation**, who acknowledged that he/she signed this instrument as a free act on behalf of **BWD Automotive Corporation**.



TERESA S. WHEELER
Notary Public, State of Ohio
Commission Expires 04-13-05

Theresa S. Wheeler
Notary Public:
My commission expires:

ASSIGNEE:

STANDARD MOTOR PRODUCTS, INC.

By: J. J. Burke
Name: James J. Burke
Title: Vice President Finance

STATE OF)
 ss:
COUNTY OF)

On this 29th day of June, 2003 personally appeared before me _____, known to me to be _____ of Standard Motor Products, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Standard Motor Products, Inc.

CATHERINE A. ROHAN
NOTARY PUBLIC, State of New York
No. 01RO4926186
Qualified in Queens County
Commission Expires May 31, 2006

Catherine A. Rohan
Notary Public:
My commission expires:

FOREIGN TRADEMARKS

Mark	Owner	Country	App. No./Date	Reg. No./Date
NIEHOFF	BWD Automotive Corporation	Canada	798343 28-Nov-1995	531095 11-Aug-2000
NIEHOFF	BWD Automotive Corporation	Peru	161280 5-Sep-2002	86160 27-Jan-2003
ECHLIN	BWD Automotive Corporation **	Chile	<u>3-Oct-1996</u>	489366 10-Jul-1997
ECHLIN	BWD Automotive Corporation **	Japan	8-120704 18-Oct-1996	4410549 18-Aug-2000
ECHLIN	BWD Automotive Corporation **	Japan	8-120703 28-Oct-1996	4410548 18-Aug-2000
ECHLIN	BWD Automotive Corporation **	Japan	<u>52-047125</u> <u>6-Jul-1977</u>	1694481 21-Jun-1984

** Successor in interest to BWD International Inc.

UNITED STATES TRADEMARKS

SCHEDULE A

Mark	Owner	App. No./Date	Reg. No./Date
NIEHOFF	BWD Automotive Corporation	72-389068 4/14/71	956,317 4/3/73
SUPERMAG	BWD Automotive Corporation	75-651190 3/1/99	2,437,981 3/27/01

TRADEMARK

REEL: 003504 FRAME: 0698

RECORDED: 03/21/2007