

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Honeywell International Inc.		11/08/2001	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allied Logistics, Inc.		
<b>Street Address:</b>	149 Via Baja		
<b>City:</b>	Ventura		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93003		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0885874	TEMP-TROLLER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(206)389-1708		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-624-3600		
Email:	jsowers@riddellwilliams.com		
Correspondent Name:	Jayson W. Sowers		
Address Line 1:	1001 Fourth Ave., Suite 4500		
Address Line 4:	Seattle, WASHINGTON 98154		
<b>NAME OF SUBMITTER:</b>	Jayson W. Sowers		
<b>Signature:</b>	/jayson w. sowers/		
<b>Date:</b>	01/27/2010		

OP \$40.00 0885874

Total Attachments: 12  
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**TRADEMARK  
 REEL: 004138 FRAME: 0591**

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## ASSIGNMENT AGREEMENT

WHEREAS Allied Logistics, Inc., a California corporation ("Assignee") and Honeywell International Inc., a Delaware corporation having an address of 101 Columbia Road, Morristown, New Jersey ("Assignor") are entering into an asset purchase agreement on even date herewith (the "Asset Purchase Agreement");

WHEREAS Assignor is the owner of the entire right, title and interest to the intellectual property comprising know-how and trade secrets uniquely associated with the Products defined in the Asset Purchase Agreement (the "Product IP), the trademark defined on Exhibit A (the "Mark") and the registration therefor in the United States Patent and Trademark Office (the "Registration"), and the rights to trademark and tradename "HAYDEN" by assignment of the Trademark and Tradename License Agreement dated August 21, 1996 (the "Trademark License") attached as Exhibit B;

WHEREAS, Assignor has agreed, pursuant to the Asset Purchase Agreement, to assign any and all of its right, title and interest in and to the Trademark License to Assignee;

WHEREAS Allied Logistics, Inc. a Delaware corporation having an address of has entered into an agreement to purchase the Product IP and assets for performing the ongoing business upon which the goodwill of the Mark has been established and is desirous of acquiring the entire right, title and interest in and to the Product IP, the Mark and the goodwill associated therewith, the Registration, and the Trademark License.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby,

Assignor hereby assigns and transfers to Assignee the entire right, title, and interest in and to the Product IP and the Mark in the United States and foreign countries and the rights to the Registration thereof, including, but not limited to, renewals and extensions of the Registration and all good will associated with and attributable to the Mark, all rights of action arising from ownership of the Product IP and the Mark, all claims for damages by reason of past infringement of the Product IP and the Mark and the right to sue and collect damages for such infringement to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor.

Assignor hereby quitclaims and assigns, sells and transfers to Assignee any and all of its right, title and interest in and to the Trademark License held by Assignor pursuant to the assignment of the Trademark License from Hayden Industrial Products LLC dated January 31, 2000. Assignee shall hold and enjoy such interest to the same extend such right, title and interest would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee has purchased and Assignor has sold

substantially all of the assets for the manufacture of products to which the Trademark License shall henceforth apply.

Assignee agrees to be bound by the terms and conditions of the Trademark License Agreement.

The parties to this Assignment Agreement both agree not to use the trademark "SWIRL-COOL" on or in association with any product or service, whether in a trademark or tradename sense, after the date of this Assignment Agreement, and any and all rights in and to the "SWIRL-COOL" trademark shall revert to Standard Motor Products, Inc. under the Trademark License Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Assignment Agreement to be executed by its duly authorized officers effective on the 5<sup>th</sup> day of November, 2001.

Dated: November 8, 2001

Honeywell International Inc.

Susan Carter  
By:

Name: SUSAN K. CARTER  
Title: VP Finance & CFO

ALLIED LOGISTICS, INC.

[Signature]  
By: James Netter  
Name: CO-President  
Title:

Subscribed and sworn to before me on \_\_\_\_\_ November, 2001.

Notary Public: \_\_\_\_\_

Stamp:

EXHIBIT A  
To Assignment Agreement

MARK	COUNTRY	REGISTRATION NUMBER
TEMP-TROLLER	United States	885,874

TRADEMARK AND TRADE NAME LICENSE AGREEMENT (the "Agreement"), dated as of August 21, 1996, by and among Standard Motor Products, Inc., a New York corporation ("Licensor"), The Equion Corporation, a Delaware corporation ("Licensee"), and Encor, Inc., a Canadian corporation ("Parent").

WITNESSETH:

WHEREAS, the Licensor owns the rights to the trademark "Hayden" (the "Mark"), to the name "Hayden" and any contractions and combinations thereof (the "Hayden Name") and to the additional trademarks set forth on Schedule A (the "Additional Marks") and the reputation of Licensor is associated with high quality in the production and sales of its goods;

WHEREAS, the Licensor wishes to grant the Licensee a worldwide license to the use of the Mark and the Additional Marks in connection with its usage of the name "Hayden Industrial Products" (the "Name"), subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Licensee desires to use the Mark, the Name and the Additional Marks subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. (a) Subject to the provisions of this Agreement, Licensor hereby grants to Licensee a perpetual right to use the Name throughout the world in connection with the sale, manufacture and distribution of heat exchanger products for industrial use and application manufactured by or for Licensee which are substantially similar in nature and scope to such products currently being manufactured by or for Licensee as of the date hereof (the "Products"); provided, however that notwithstanding anything else contained herein the Products may not and shall not include any Competitive Products (as defined in Section 9.4(a) of the Asset Purchase Agreement, dated as of July 31, 1996, by and among Licensor, Licensee and Encor, Inc. (the "Asset Agreement")).

(b) Subject to the provisions of this Agreement, Licensor hereby grants to Licensee a perpetual right to use the Mark and the Additional Marks only on or in connection with Licensee's usage of the Name.

(c) Licensee agrees to only use the Mark, Name and the Additional Marks in regard to Products and, that the Products shall be manufactured by or for Licensee in accordance with the same standards currently used by Licensee, which Licensor acknowledges is satisfactory to Licensor. At Licensor's request, to be made no more than one time per year, Licensee will certify to Licensor in writing that the Products continue to be manufactured by or for Licensee in accordance with those same standards. If Licensor has a reasonable basis to believe that the Products are not being manufactured in accordance

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with the same standards currently used by Licensee, Licensor shall have the right to inspect the Products upon the giving of reasonable notice to Licensee. Licensee shall submit to Licensor for approval, in the manner which Licensor shall direct, all packages, labels, advertising, displays and other materials on which the Name shall appear and Licensee specifically undertakes to amend to the reasonable satisfaction of Licensor any such packages, labels, advertising, displays and other materials not approved by Licensor. If at any time a Product manufactured by or for Licensee (and not acquired from Licensor) and bearing the Name, Mark or the Additional Marks shall cause Licensee to be in violation of this Agreement, Licensee shall promptly remove the Name, the Mark and/or the Additional Marks from such non-conforming Product in its inventory and shall use its best efforts to replace, at its own cost any such non-conforming Product held by the trade with conforming Products.

2. Licensee agrees to indemnify Licensor and hold it harmless from, against and in respect of any and all claims, demands, lawsuits, proceedings or causes of actions for losses, fines, penalties, expenses, obligations, damages or liabilities of any kind resulting from the manufacture, sale, packaging, handling, storage, transportation or use of the Products manufactured or sold by Licensee. Licensee will pay any costs, damages (including interest and penalties) and reasonable attorneys' fees finally awarded against Licensor in any such action or in settlement thereof provided that Licensor notifies Licensee promptly in writing of the claim and Licensee may participate in the defense fully and agrees to any settlement of such claim or both. Notwithstanding any provisions to the contrary contained in this Agreement, these indemnification obligations shall survive the termination or expiration of this Agreement.

3. The license hereby granted is strictly personal to the Licensee and may not be sublicensed or assigned by Licensee to any other person, firm or corporation; provided, however, that Licensee may assign all, but not less than all, of its rights under this Agreement to any other person, firm or corporation upon the fulfillment of the following conditions:

(i) such assignee agrees in writing to be subject to all the terms and conditions of this Agreement; and

(ii) such assignee must be acquiring all or substantially all of the assets of Licensee.

Licensee shall provide Licensor a fully executed copy of any agreement entered into regarding such assignment.

4. Unless otherwise terminated in accordance with the terms of this Agreement, this Agreement shall continue in force indefinitely. After the termination of this Agreement, (i) the license granted hereunder shall revert to Licensor and (ii) Licensee will not use the Mark, any Hayden Name or the Additional Marks and any other trademark or

trade name which in Licensor's reasonable opinion is similar to the Mark, any Hayden Name or the Additional Marks for any purpose whatsoever.

5. This Agreement and the license hereby granted will automatically be terminated if (i) Licensee is adjudicated a bankrupt, (ii) a receiver for the business of the Licensee is appointed, (iii) Licensee makes an assignment for the benefit of creditors (iv) a petition under Chapter 11 of the Bankruptcy Act is filed on behalf of Licensee or (v) Licensee does not use the Name, the Marks and Additional Marks for a period of twenty four (24) consecutive months. Licensee may terminate this Agreement at any time upon written notice to Licensor.

6. Licensor agrees that the license provided for in this Agreement shall be royalty-free.

7. Licensee recognizes the great value of the reputation and goodwill associated with the Mark, the Hayden Name and the Additional Marks and acknowledges that such goodwill associated with the Mark, the Hayden Name and the Additional Marks belongs exclusively to Licensor. Licensee hereby acknowledges Licensor's exclusive right, title and interest in and to the Mark, the Hayden Name, including the Name, and the Additional Marks and will not in any way, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title and interest of Licensor in connection with the use of the Mark, the Name or the Additional Marks, or which would affect the validity of the Mark, the Name or the Additional Marks or which would depreciate the value or reputation of the Mark, the Hayden Name or the Additional Marks. Licensee acknowledges that it has not acquired any ownership rights, title or interest in the Mark, the Name or the Additional Marks and will not acquire any ownership rights, title or interest in the Name, the Mark or the Additional Marks by reason of this Agreement or otherwise. Licensee shall not in any manner represent that it has any ownership in the Mark, any Hayden Name or the Additional Marks.

8. Licensee covenants and agrees that it will not at any time adopt or use any name or mark that is similar to or likely to cause confusion with the Mark, any Hayden Name or the Additional Marks.

9. Licensee agrees at the request of Licensor to execute any and all documents necessary or appropriate to put this Agreement into effect or to implement same.

10. Licensee shall comply with all laws, rules, regulations, ordinances, decrees, edicts and orders pertaining to the proper use and designation of the Mark and the Additional Marks and shall at all times designate (i) the Mark and the Additional Marks as a registered trademark and, (ii) if applicable, the Name as a registered trade name.

11. Licensee agrees to do all things necessary to protect and preserve the validity of the Mark, the Name and the Additional Marks. In the event of the infringement or presumed infringement of the Mark, the Name or the Additional Marks, Licensee agrees



to inform Licensor in writing of such infringement or presumed infringement, and to cooperate with the Licensor for the protection of the Mark, the Name and the Additional Marks. Licensor, upon receipt of said notice, at its option may take such action as it deems appropriate under all of the circumstances to cause any infringement found to exist to be terminated. If the Licensor opts to take such action, any suits on account thereof shall be prosecuted wherever possible in the name of Licensor and by its counsel and the expenses of such suits shall be borne by Licensor. If the Licensor opts not to take such action, Licensee may take such action at its sole expense.

12. Licensee agrees to inform Licensor by written notice of any suits or claims for trademark infringement alleged to have occurred by reason of Licensee's use of the Mark, the Name or the Additional Marks pursuant to this Agreement. Licensor agrees to defend at Licensee's expense any such suits against Licensor or Licensee and the parties agree that the defense of such suits shall be conducted under the control and supervision of Licensor. Licensee agrees that it will not settle or compromise any such action or claim without the written consent of Licensor. Licensee shall promptly notify Licensor in writing of any information or of a claim that comes to its attention regarding any name or mark confusingly similar to the Mark, the Name, the Hayden Name or the Additional Marks or any proceeding in which the Mark, the Name, the Hayden Name or the Additional Marks are at issue.

13. Licensor agrees to inform Licensee by written notice of any suit or claim against Licensor resulting from the use or alleged use by Licensee of any trademark or trade name not licensed hereunder and Licensee agrees to defend at its own expense any such suits and to hold Licensor harmless from any and all damages and liability and expenses arising out of any such suit or claim and the parties agree that the defense of any such suit shall be conducted under the control and supervision of Licensee. Licensor agrees that it will not settle or compromise any such claim without the written consent of Licensee which consent shall not be unreasonably withheld, conditioned or delayed.

14. Licensee agrees that during the term of this Agreement it will secure and keep in force liability insurance properly safeguarding Licensor against liability indemnified for under paragraph 2 hereunder having limits of no less than \$10,000,000 that may arise from the purchase or use of any Product manufactured or sold by or for Licensee under the Mark or the Name. Such policy shall name Licensor and Licensee as insured thereunder and at Licensor's request, Licensee will provide Licensor with a certificate from a reputable carrier evidencing Licensor's status as an insured, such certificate to provide for a 30-day notice of cancellation.

15. In the event Licensee materially breaches any provision of this Agreement, Licensor may elect to give Licensee written notice of such breach. If Licensee does not commence remedy of such breach within sixty (60) days after such notice is given and thereafter diligently pursue such remedy, Licensor shall have the right to terminate this Agreement at any time thereafter, but prior to the completion of the remedy of such breach, by giving Licensee written notice of such termination.

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- 4 -

16. In the event termination of this Agreement occurs, Licensee (i) shall immediately discontinue the manufacture of the Products and cause such third parties as may be manufacturing the Products for Licensee to discontinue such manufacture and (ii) shall have a period of six (6) months from the date of such termination to use up its inventories of Products, literature, packaging and other materials to which the Mark or the Name have already been applied on the date of termination. Any such use of the Mark or the Name under this paragraph shall otherwise be in accordance with the provisions of this Agreement.

17. This Agreement and all rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and permitted assigns of Licensor and Licensee. This Agreement may be assigned by Licensor without the consent of Licensee.

18. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing (including facsimile) and delivered personally or sent by facsimile or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (charges prepaid), or registered or certified mail (postage prepaid with return receipt requested), addressed as follows or to such other address of which the parties may have given notice:

Licensor:

Standard Motor Products, Inc.  
37-18 Northern Blvd.  
Long Island City, New York 11101  
Attn: Treasurer  
Facsimile: (718) 729-4549

and

Standard Motor Products, Inc.  
Four Seasons Division  
100 S. Royal Lane  
Coppell, Texas 75019-1955  
Attn: Stanley Davidow, Vice President  
Facsimile: (214) 393-4417

## Licensee:

The Equion Corporation  
156 Duncan Mill Road, Suite #12  
Duncan Mills, Ontario M38 3N2  
CANADA  
Attn: Keith Wettlauffer, Executive Vice President  
& Chief Financial Officer  
Facsimile: (416) 449-9887

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally, by wire transmission, or by registered or certified mail, return receipt requested; or (b) on the next business day after deposit with an overnight courier.

19. This instrument, together with the Asset Agreement, contains the entire agreement between the parties hereto regarding the Mark and the Name, and this Agreement, together with the Asset Agreement, supersedes and cancels all previous negotiations, agreements, commitments and writings in respect to the subject matter hereof. This Agreement may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by duly authorized officers or representatives of the parties hereto.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflict of law rules or principles.

21. Parent hereby guarantees all of Licensee's duties and obligation hereunder.

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- 6 -

IN WITNESS WHEREOF, Licensor and Licensee have caused this instrument to be executed in duplicate by their duly authorized representatives as of the date first above written.

STANDARD MOTOR PRODUCTS, INC.

By: [Signature]  
Name: S. DAVIDSON  
Title: VICE PRES

THE EQUION CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

ENSCOR, INC.

By: \_\_\_\_\_  
Name:  
Title:

#9 N129/KATZ/63481-24

IN WITNESS WHEREOF, Licensor and Licensee have caused this instrument to be executed in duplicate by their duly authorized representatives as of the date first above written.

STANDARD MOTOR PRODUCTS, INC.

By \_\_\_\_\_  
Name:  
Title:

THE EQUION CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

ENSCOR, INC.

By: \_\_\_\_\_  
Name:  
Title:

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SCHEDULE A

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