

05/14/2012



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Y

To the Director of the U. S. Patent a

103644488

and documents or the new address(es) below.

1. Name of conveying party(ies)

COMPRESSORWORKS, INC.



- Individual(s)
- Partnership
- Corporation- State: TEXAS
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) TEXAS

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) APRIL 30, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: STANDARD MOTOR PRODUCTS, INC.

Street Address: 37-18 Northern Boulevard

City: Long Island City

State: New York

Country: United States Zip: 11101

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship New York
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) Text

85418492, 85418498, 85172889

B. Trademark Registration No. (s)

2737392, 3898695, 2605213, 2518119

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: D. Wade Cloud, Jr.

Internal Address: \_\_\_\_\_

Street Address: 15303 Dallas Parkway, Suite 700

City: Addison

State: Texas Zip: 75001

Phone Number: (972) 701-7013

Docket Number: \_\_\_\_\_

Email Address: wcloud@hhdulaw.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/14/2012 FLEE11 00000017 503612 85418492  
 01 FC:8521 40.00 DA  
 Deposit Account Number 503612.00 DA  
 Authorized User Name 2442

9. Signature:

Signature

D. Wade Cloud, Jr.

Name of Person Signing

May 11, 2012

Date

Total number of pages including cover sheet, attachments, and document:

5

5-14-12

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

1. United States Registrations and Applications.

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>
COMPRESSORWORKS	85418492	
AIRONE	85418498	
HEATERWORKS	85172889	
TRUSPIN	78855431	
POWFLO	78855419	
COOLFLO	78855392	
TORQFLO	78169312	2747392
AIRONE	77867180	3898695
COMPRESSORWORKS	75719212	2605213
COMPRESSORWORKS INC	75719208	2518119

2. Foreign Registrations and Applications.

<b>Mark</b>	<b>Serial/Registration Number</b>	<b>Jurisdiction</b>
COMPRESSORWORKS	001408194	Community Trade Mark
COMPRESSORWORKS, INC.	778832	Mexico
COMPRESSORWORKS (name and symbol)	1999-0046141	Korea
COMPRESSORWORKS (name and symbol)	001408194	European Community
TORQFLO	2002-0055705	Korea

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement"), dated as of April 30, 2012, by and between COMPRESSORWORKS, INC., a Texas corporation ("Assignor"), and STANDARD MOTOR PRODUCTS, INC., a New York corporation ("Assignee"). Capitalized terms used but not defined in this Agreement shall have the respective meanings given to such terms in the Purchase Agreement (as defined below). Assignor and Assignee are each individually referred to in this Agreement as a "Party" and collectively, as the "Parties."

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor conveyed, transferred and assigned to Assignee, among other assets, certain Intellectual Property of Assignor, and has agreed to execute and deliver this Agreement, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) all trademarks, service marks, trade dress, trade names, and corporate names of the Assignor, whether registered, unregistered or arising by any applicable Law of any jurisdiction throughout the world, including, without limitation, the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof.


2. Recordation and Further Actions. Assignor hereby authorizes the recordation of this Agreement with governmental authorities. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (whether photostatic, fax, electronic or otherwise) of this Agreement may be made and relied upon to the same extent as an original. The exchange of copies of this Agreement and of signature pages by fax transmission or e-mail shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by fax or e-mail shall be deemed to be their original signatures for all purposes. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**COMPRESSORWORKS, INC.**

By:   
Name: Stanley Davidow  
Its: President

**STANDARD MOTOR PRODUCTS, INC.**

By: \_\_\_\_\_  
Name: James J. Burke  
Its: Chief Financial Officer

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


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