



Form 1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

05/17/2012



103644578

To the Director of the U. S. Patent and Trademark Office: Please record the attached document.

1. Name of conveying party(ies):

FEDERAL-MOGUL WORLD WIDE, INC.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: MICHIGAN
☐ Other _____

Citizenship (see guidelines) TEXAS Michigan

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) JUNE 22, 2011

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

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

78351723, 78454948, 78319169

B. Trademark Registration No.(s)

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:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90

- ☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

05/17/2012 KNGUYEN1 00000017 503612 78351723
Deposit Account Number 50361200 DA
Authorized User Name 2442

9. Signature:

Signature

D. Wade Cloud, Jr.

Name of Person Signing

May 14, 2012

Date

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004785 FRAME: 0777

Assignment Of Trademark Rights

Effective March 31, 2010 (the "Effective Date"),

Federal-Mogul Ignition Co., a Delaware corporation and **Federal-Mogul World Wide, Inc.**, a Michigan corporation, (collectively, "Assignor"),

and

Standard Motor Products, Inc., a New York corporation ("Assignee"),

each a "Party" and collectively the "Parties," agree as follows:

BACKGROUND:

A. Assignor, Federal-Mogul Corporation ("FMC") and Assignee have entered into an Asset Purchase Agreement dated as of April 17, 2009 (the "Purchase Agreement") (each capitalized term used herein but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement), pursuant to which Assignee has agreed to purchase from Assignor and FMC certain assets used by Assignor and FMC in the production of products utilized in the Business.

B. In connection with the Purchase Agreement, Assignor has agreed to convey to Assignee the trademarks and trademark applications listed on Schedule 1 attached hereto (collectively referred to as the "Trademarks").

C. Intending to be legally bound, and in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS:

1. Assignment. Pursuant to Section 1.1 of the Purchase Agreement, and subject to Section 2 and Section 3 hereof, Assignor hereby sells, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to, and any and all rights and privileges associated with the Trademarks, together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof. Except as provided in the Purchase Agreement, Assignor makes no representations or warranties, express or implied, with respect to the Trademarks.

2. Terms of Purchase Agreement Control. Nothing contained in this Assignment of Trademark Rights shall in any way supersede, modify, replace, amend, rescind, waive, narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom. This Assignment of Trademark Rights shall in all ways be governed by, and subject to, the Purchase Agreement.

3. Trademark License Agreement. The Trademark License Agreement dated as of _____, 2009 between Assignor, FMC and Assignee shall continue in full force and effect until it terminates pursuant to its terms.

4. Further Assurances. Assignee shall promptly record this Assignment of Trademark Rights (or such suitable short form assignment or notice as may be applicable) at the United States Patent and Trademark Office and any comparable trademark office in any foreign country in which any of the Trademarks are filed and/or registered to change the name

Assignment Of Trademark Rights

Schedule 1 – Trademark and Trademark Applications ("Trademarks")

| FM Docket | Trademark | Country | Status | Appin No | Current Owner |
|-----------|--|---------------------|------------|-----------|--------------------------------|
| 990725 | BLUE & SILVER SPARK PLUG WIRE (Color) | United States | REGISTERED | 78/317320 | FEDERAL-MOGUL WORLD WIDE, INC |
| 990726 | BLUE & SILVER SPARK PLUG WIRE (Design) | United States | REGISTERED | 78/317322 | FEDERAL-MOGUL WORLD WIDE, INC |
| 990721 | POWERMIX | China P.R. | FILED | 5793069 | FEDERAL-MOGUL IGNITION COMPANY |
| 990721 | POWERMIX | Community Trademark | REGISTERED | 3898921 | FEDERAL-MOGUL IGNITION COMPANY |
| 990721 | POWERMIX | India | FILED | 1533358 | FEDERAL-MOGUL IGNITION COMPANY |
| 990721 | POWERMIX | United States | REGISTERED | 78/319169 | FEDERAL-MOGUL WORLD WIDE, INC |
| 990724R | POWERMIX DESIGN | China P.R. | FILED | 5798862 | FEDERAL-MOGUL IGNITION COMPANY |
| 990724R | POWERMIX DESIGN | Community Trademark | REGISTERED | 4000014 | FEDERAL-MOGUL IGNITION COMPANY |
| 990724R | POWERMIX DESIGN | India | FILED | 1533359 | FEDERAL-MOGUL IGNITION COMPANY |
| 990724R | POWERMIX DESIGN | Mexico | FILED | 671815 | FEDERAL-MOGUL IGNITION COMPANY |
| 990724R | POWERMIX DESIGN | United States | REGISTERED | 78/454948 | FEDERAL-MOGUL WORLD WIDE, INC |
| 990732 | SPARK DESIGN | Canada | REGISTERED | 1204069 | FEDERAL-MOGUL IGNITION COMPANY |
| 990732 | SPARK DESIGN | Mexico | FILED | 639157 | FEDERAL-MOGUL IGNITION COMPANY |
| 990732 | SPARK DESIGN | United States | REGISTERED | 78/351723 | FEDERAL-MOGUL WORLD WIDE, INC |