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RECORDATION FORM COVER SHEET TRADEMARKS ONLY



co fo the Director of the U.S. Patent and Trademark Office: Pleas	se record the attached di 103644578			
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?			
FEDERAL-MOGUL WORLD WIDE, INC.	Name: STANDARD MOTOR PRODUCTS, INC.			
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Corporation- State: MICHIGAN ☐ Other ☐ Citizenship (see guidelines) ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other ☐ Change of Name	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 A. Trademark Application No.(s) 78351723, 78454948, 78319169 C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) Additional sheet(s) attached? Yes No			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: D. Wade Cloud, Jr.	6. Total number of applications and registrations involved:			
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90			
Street Address: 15303 Dallas Parkway, Suite 700	Authorized to be charged to deposit accountEnclosed			
City:Addison	8. Payment Information:			
State: Texas Zip: 75001	05/17/2012 KNGUYEN1 00000017 503612 78351723			
Phone Number: (972) 701-7013	Deposit Account/Number 5036 12 20 DA			
Docket Number:	Authorized User Name 2442			
9. Signature:	May ¾ 2012 Date			
g ignatule	Date			

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

D. Wade Cloud, Jr.

Name of Person Signing

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

Assignment Of Trademark Rights

Effective Larch 3/, 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 <u>Schedule 1</u> attached hereto (collectively referred to as the "<u>Trademarks</u>").
- 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. <u>Assignment.</u> Pursuant to <u>Section 1.1</u> of the Purchase Agreement, and subject to <u>Section 2</u> and <u>Section 3</u> 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. <u>Terms of Purchase Agreement Control</u>. 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. <u>Trademark License Agreement</u>. 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. <u>Further Assurances</u>. 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

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and address of record for such Trademarks or to take promptly such other action as may be advisable to ensure that all correspondence regarding the Trademarks will be sent to Assignee. Assignor agrees that on request and without further consideration, but at the expense of the Assignee, Assignor testify in any legal proceedings, sign all lawful papers, execute all additional applications, make all rightful oaths, and generally aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper trademark protection for said Trademarks in all countries. Assignee acknowledges that Assignor shall have no obligation to maintain the Trademarks after the date hereof, and Assignor shall have no liability to Assignee in the event of any failure or termination of the Trademarks after the date hereof, including without limitation any abandonment of an application or termination of a Trademark for failure to prosecute or pay any applicable fees after the date hereof.

5. <u>Miscellaneous</u>. This Assignment of Trademark Rights (a) is executed pursuant to the Purchase Agreement and may be executed in multiple counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed by and in accordance with the internal laws of the State of Michigan, without regard to the principles of conflicts of law thereof, and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement.

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

FEDERAL MOGUL IGNITION CO.
By: legle fick
Printed Name: MaryAnn C. Fick
Title: Intellectual Property Counsel
STATE OF MICHIGAN)
) S.S. COUNTY OF OAKLAND)
I, Julie A. Curnow, a Notary Public, state that before me this 22nd day of
June, 2011, personally appeared MaryAnn C. Fick, who I know to be the person who is empowered to sign, and the person who signed, this document.

ACTING IN COUNTY OF Oakland

JULIE A. CURNOW NOTARY PUBLIC, STATE OF MI COUNTY OF MACOMB MY COMMISSION EXPIRES May 11, 2013

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	78/317326	FEDERAL-MOGUL WORLD WIDE, INC
990726	BLUE & SILVER SPARK PLUG WIRE (Design)	United States	REGISTERED	78/317322	FEDERAL-MOGUL WORLD WIDE, INC
990721	POWERMAX	China P.R.	FILED	5793069	FEDERAL-MOGUL IGNITION COMPANY
990721	POWERMAX	Community Trademark	REGISTERED	3898921	FEDERAL-MOGUL IGNITION COMPANY
990721	POWERMAX	India	FILED	1533358	FEDERAL-MOGUL IGNITION COMPANY
990721	POWERMAX	United States	REGISTERED	78/319169	FEDERAL-MOGUL WORLD WIDE, INC
990724R	POWERMAX DESIGN	China P.R.	FILED	5798862	FEDERAL-MOGUL IGNITION COMPANY
990724R	POWERMAX DESIGN	Community Trademark	REGISTERED	4000014	FEDERAL-MOGUL IGNITION COMPANY
990724R	POWERMAX DESIGN	India	FILED	1533359	FEDERAL-MOGUL IGNITION COMPANY
990724R	POWERMAX DESIGN	Mexico	FILED	671815	FEDERAL-MOGUL IGNITION COMPANY
990724R	POWERMAX 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

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RECORDED: 05/17/2012