

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANNEX ENTERPRISES, L.P.		04/21/2014	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Standard Motor Products, Inc.
Street Address:	37-18 Northern Blvd
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
Registration Number:	3791355	ANNEX MANUFACTURING, INC.
Registration Number:	3897789	PRO SOURCE HEATER CORES

CORRESPONDENCE DATA

Fax Number: 9727018765
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (972) 701-7013
Email: wcloud@hhdulaw.com
Correspondent Name: D. Wade Cloud, Jr.
Address Line 1: 15303 Dallas Parkway, Suite 700
Address Line 4: Addison, TEXAS 75001

ATTORNEY DOCKET NUMBER:	7222.0001
NAME OF SUBMITTER:	D. Wade Cloud, Jr.
SIGNATURE:	/dwc/
DATE SIGNED:	05/09/2014

Total Attachments: 5

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TRADEMARK

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement"), dated as of April 21, 2014, by and between **ANNEX ENTERPRISES, LP**, a Texas limited partnership ("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, Assignor, Annex Holdings, Inc., the sole general partner of Assignor, and the Specified Partners have entered into that certain Asset Purchase Agreement, dated as of April 21, 2014 (the "Purchase Agreement"), pursuant to which Assignor conveyed, transferred and assigned to Assignee, among other assets, any and all Intellectual Property Rights 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 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, but excluding any registered trademarks specifically listed as an Excluded Asset; provided that, with respect to any 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.

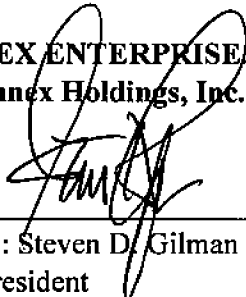
3. Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In 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.

[Signature page to follow]

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

ANNEX ENTERPRISES, LP
by **Annex Holdings, Inc.**, its sole general partner

By: 
Name: Steven D. Gilman
Its: President

STANDARD MOTOR PRODUCTS, INC.

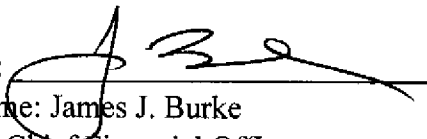
By: _____
Name: James J. Burke
Its: Chief Financial Officer

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

ANNEX ENTERPRISES, LP
by Annex Holdings, Inc., its sole general partner

By: _____
Name: Steven D. Gilman
Its: President

STANDARD MOTOR PRODUCTS, INC.

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

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. United States Registrations and Applications.

Mark	Reg. No.	App. No.	Reg. Date
ANNEX MANUFACTURING, INC.	3791355	77738611	May 18, 2010
PRO SOURCE HEATER CORES	3897789	77738418	Dec. 28, 2010

2. Foreign Registrations and Applications.

None.