

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Cable Technologies Corporation		05/27/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Standard Motor Products, Inc.		
Street Address:	37-18 Northern		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2978328	DELIVERING THE SPARK	
Registration Number:	2978327	DELIVERING THE SPARK THAT MOVES THE WORL	
Registration Number:	2901553	DELIVERING THE SPARK THAT MOVES THE WORL	
Registration Number:	2034195	PROSPARK	
Registration Number:	3091966	MAGSTAR	
Registration Number:	3234280	OE DOWN TO THE CORE	
Registration Number:	3500318	OE DOWN TO THE CORE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	972 701 7013		
Email:	wcloud@hhdulaw.com		
Correspondent Name:	D. Wade Cloud, Jr.		
Address Line 1:	15303 Dallas Parkway, Suite		
Address Line 4:	Addison, TEXAS 75001		
NAME OF SUBMITTER:	D. Wade Cloud, Jr.		
SIGNATURE:	/dwc/		

CH \$190.00 2978328

DATE SIGNED:	06/20/2016
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of May 27, 2016, is entered into by and between General Cable Technologies Corporation, a Delaware corporation ("**Seller**"), and Standard Motor Products, Inc., a New York corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to that certain Stock and Asset Purchase Agreement among General Cable Industries, Inc., Prestolite de México, S.A. de C.V., Servicios Latinoamericanos GC S.A. de C.V., GK Technologies, Inc., General Cable de México, S.A. de C.V., Motortronics, Inc., Standard Motor Products de México, S. de R.L. de C.V., Seller and Buyer dated as of May 23, 2016 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**");

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

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

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing Trademarks; and

(d) any and all claims and causes of action, with respect to any of the foregoing Trademarks, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. 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. For the sake of clarity, this IP Assignment shall not serve to assign any Seller intellectual property other than as expressly set forth above or in the Purchase Agreement.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

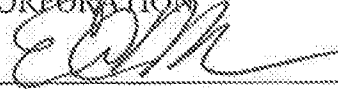
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by the choice of law and dispute resolution procedures set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

GENERAL CABLE TECHNOLOGIES
CORPORATION

By



Name: Emerson C. Moser

Title: President and Secretary

STANDARD MOTOR PRODUCTS, INC.

By

Name:

Title:

[Signature Page to Intellectual Property Assignment Agreement]

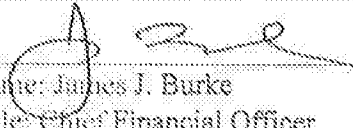
TRADEMARK
REEL: 005819 FRAME: 0133

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this IP Assignment as of the date first above written.

GENERAL CABLE TECHNOLOGIES
CORPORATION

By _____
Name:
Title:

STANDARD MOTOR PRODUCTS, INC.

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

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS

Trademark	Reg.No.	Country	Current Owner
PROSPARK	497370	Mexico	GENERAL CABLE TECHNOLOGIES CORPORATION
DELIVERING THE SPARK	2978328	USA	GENERAL CABLE TECHNOLOGIES CORPORATION
DELIVERING THE SPARK THAT MOVES THE WORLD	2978327	USA	GENERAL CABLE TECHNOLOGIES CORPORATION
DELIVERING THE SPARK THAT MOVES THE WORLD	2901553	USA	GENERAL CABLE TECHNOLOGIES CORPORATION
PROSPARK	2034195	USA	GENERAL CABLE TECHNOLOGIES CORPORATION
MAGSTAR	3091966	USA	GENERAL CABLE TECHNOLOGIES CORPORATION
OE DOWN TO THE CORE	3234280	USA	GENERAL CABLE TECHNOLOGIES CORPORATION
OE DOWN TO THE CORE	3500318	USA	GENERAL CABLE TECHNOLOGIES CORPORATION