

02-10-2004

2/10/04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECOI TR



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102665873

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Standard Motor Products, Inc. 37-18 Northern Boulevard Long Island City, NY 11101

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation Internal Address: Street Address: 800 Connecticut Ave City: Norwalk State: CT Zip: 06854

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Supplement to Schedule 1 on Reel 2289 Execution Date: 02/07/2003 Page 38

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State - Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 517415, 829379, 927311, 1194899, 1587691, 1594103

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Internal Address: Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 Street: 202.783.2700 City: State: Zip:

6. Total number of applications and registrations involved: 22 7. Total fee (37 CFR 3.41) \$ 565.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Melissa Johnston Name of Person Signing

Signature

2/5/04 Date

Total number of pages including cover sheet, attachments, and document: 5

02/11/2004 LMUELLER 00000048 517415

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 OP 02 FC:8522 525.00 OP

700116021

TRADEMARK REEL: 002940 FRAME: 0674

Schedule A to the Trademark Security Agreement**TRADEMARK REGISTRATIONS**

<u>Country</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Title</u>
USA	517,415	11/08/1949	Blue Streak & Design
USA	829,379	11/10/1989	Oil-Cool
USA	927,311	01/18/1972	Duo-Cool
USA	1,194,899	05/22/1989	Oil Kool
USA	1,587,691	03/20/1990	Quick-Mount
USA	1,594,103	05/18/1990	Oil-Kool
USA	1,623,321	11/20/1990	Trans-Tool
USA	2,123,674	12/23/1997	Blue Steak & Design
USA	2,379,681	08/22/2000	Professional Service Dealer Network
USA	2,431,152	02/27/2001	Sorenson
USA	2,479,442	06/12/2001	Blue Streak
USA	2,484,970	09.04/2001	Super Core
USA	2,486,816	09/11/2001	GP
USA	2,486,817	09/11/2001	GP Sorenson
USA	2,486,819	09/11/2001	GP Sorenson
USA	2,490,050	09/18/2001	Sorenson
USA	2,493,931	10/02/2001	Sorenson
USA	2,497,638	10/16/2001	GP Sorenson
USA	2,505,855	11/13/2001	Sorenson
USA	2,561,306	04/16/2002	Sorenson
USA	2,561,307	04/16/2002	GP Sorenson
USA	2,664,100	12/17/2002	Cool Cab

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of February ~~7~~ 2003, by STANDARD MOTOR PRODUCTS, INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement").

WITNESSETH:

WHEREAS, the Grantor and Agent are parties to an Amended and Restated Credit Agreement dated as of February ~~7~~ 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders;

WHEREAS, the Grantor and Agent are parties to that certain Trademark Security Agreement dated as of April 27, 2001 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Trademark Security Agreement"), pursuant to which the Grantor granted to Agent, for itself and for the ratable benefit of Lenders, a security interest in all of Grantor's Trademark Collateral (as defined therein) to secure payment and performance of all Obligations under that certain Credit Agreement dated as of April 27, 2001 (including all annexes, exhibits or schedules thereto, as previously amended, restated, supplemented or otherwise modified, the "Original Credit Agreement") by and among the Grantor, the other Credit Parties named therein, Agent and the Lenders;

WHEREAS, the Grantor and the other Credit Parties named therein have requested that the Original Credit Agreement be amended and restated in its entirety pursuant to the terms of the Credit Agreement;

WHEREAS, the Grantor has executed and delivered to the Agent an Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Grantor has granted to Agent, for itself and for the ratable benefit of Lenders, a security interest in all of the Grantor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, as a condition precedent to the amendment and restatement of the Original Credit Agreement and the extension of credit thereunder, Grantor is required to amend and restate the Original Trademark Security Agreement, to, among other things, confirm and ratify the Grantor's grant to Agent under the Original Trademark Security Agreement of a continuing

security interest in the Trademark Collateral (as defined herein) to secure all Obligations under the Credit Agreement;

WHEREAS, this Trademark Security Agreement is supplemental to provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce Agent to amend and restate the Original Credit Agreement as aforesaid and to make Loans to the Grantor pursuant to the Credit Agreement, the Grantor agrees with Agent, that the Original Trademark Security Agreement be, and the same hereby is amended and restated in its entirety as set forth above and as follows (and, in the case of attachments, in the forms attached hereto):

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges, confirms and agrees that Agent, on behalf of itself and Lenders, has and shall continue to have a continuing security interest in and upon all Trademark Collateral heretofore granted to Agent pursuant to the Original Trademark Security Agreement and that this Trademark Security Agreement does not constitute a novation of the Original Trademark Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

GP Magna Sonic	1,634,643	Feb. 12, 1991	USA
Imperial	1,540,380	May 23, 1989	USA
Hayden	1,530,764	Mar. 21, 1989	USA
Hygrade & "S" Design	1,508,925	Oct. 18, 1988	USA
Kool Klutch	1,478,608	Mar. 1, 1988	USA
Imperial	1,414,885	Oct. 28, 1986	USA
Kool Flex	1,411,221	Sep. 30, 1986	USA
Vorti-Flow	1,390,711	Apr. 22, 1986	USA
Maxi-Kool	1,387,476	Mar. 25, 1986	USA
Turbo-Kool	1,387,474	Mar. 25, 1986	USA
Thermo-Trol	1,383,314	Feb. 18, 1986	USA
Murray & Design	1,330,505	Apr. 16, 1985	USA
Trans-Filter	1,298,701	Oct. 2, 1984	USA
Quick Connect	1,195,976	May 18, 1982	USA
Quik-Mount	1,195,975	May 18, 1982	USA
Transaver	1,186,610	Jan. 19, 1982	USA
Swirl-Cool	1,169,190	Sep. 15, 1981	USA
Electra-Swirl	1,172,167	Oct. 6, 1981	USA
Swirl-Flex	1,167,166	Sep. 1, 1981	USA
Oil Stat	1,162,594	Jul. 28, 1981	USA
Rapid Cool	1,157,962	June 23, 1981	USA
Magnition	1,006,023	Mar. 4, 1975	USA
Rapid Cool	1,003,983	Feb. 4, 1975	USA
Standard	979,893	Mar. 5, 1974	USA
Murray & Design	968,414	Feb. 23, 1971	USA
Murray	945,681	Oct. 24, 1972	USA
Trans-Cooler	932,589	Apr. 18, 1972	USA
Duo-Cool	921,311	Jan. 18, 1972	USA
Standard/Plus	889,352	Apr. 14, 1972	USA
Standard/Plus & Design	886,245	Feb. 17, 1990	USA
Cobra-Clamp	1,175,954	Nov. 3, 1981	USA
Fast Track (and design)	1,668,231	Dec. 17, 1991	USA
Filko HT	1,669,148	Dec. 24, 1991	USA
Filko	1,711,159	Sept. 1, 1992	USA
Filko Crown Jewel Quality (and design)	1,713,045	Sept. 8, 1992	USA
Crown Jewel Quality	1,715,018	Sept. 15, 1992	USA
Filko Triple Silicone	1,846,504	Jul. 26, 1994	USA
Filko HT	425,171	Mar. 18, 1994	Canada
Fast Track & design	439,658	Feb. 24, 1995	Canada
Crown Jewel Quality	420,916	Dec. 17, 1993	Canada

Filko Crown Jewel Quality (and design)	420,917	Dec. 17, 1993	Canada
Filko	420,918	Dec. 17, 1993	Canada
Cobra Clamp	280,578	Jun. 17, 1983	Canada
Filko Triple Silicone	453,716	Feb. 9, 1996	Canada
Crown Jewel Quality	406,662	Sept. 26, 1990	Mexico
Filko Crown Jewel Quality (and design)	407,904	Sept. 26, 1990	Mexico
Fast Track (and design)	414,631	Sept. 24, 1990	Mexico
Filko	421,548	Sept. 26, 1990	Mexico
Filko HT	379,541	Sept. 26, 1990	Mexico
LOGO Design Form	451,229	Oct. 15, 1993	Mexico
Filko Triple Silicone	449,108	Oct. 5, 1993	Mexico
Standard & "S" Design	TMA 492,883	Apr. 15, 1998	Canada
Professional Service Dealer Network	TMA 507,214	Jan. 27, 1998	Canada
Standard Plus Club	TMA 506,147	Jan. 6, 1999	Canada
Standard Plus	TMA 492,883	Apr. 15, 1998	Canada
Standard Plus	TMA 492,885	Apr. 15, 1998	Canada
Standard	TMA 492,889	Apr. 15, 1998	Canada
Four Seasons	TMA 467,229	Dec. 5, 1996	Canada
Four Seasons & Design	TMA 407,722	Dec. 9, 1994	Canada
Four Seasons	5472/92	May 12, 1998	Singapore
Four Seasons	775892	Sept. 16, 1997	Taiwan
Trumark	683509	June 30, 1995	Taiwan
Four Seasons	674983	Mar. 16, 1995	Taiwan
Trumark	680415	May 16, 1995	Taiwan
Four Seasons (and design)	92/448211	June 11, 1993	France
Four Seasons (and design)	1511764	Dec. 16, 1994	Great Britain
Four Seasons (and design)	644215	Feb. 28, 1995	Italy
Trumark	32984818	Apr. 25, 1997	Japan
Four Seasons (and design)	2710563	Oct. 31, 1995	Japan

Recover & Recycle (and design)	2666850	May 31, 1994	Japan
The Green Machine	2633809	Mar. 31, 1994	Japan
Four Seasons (and design)	401406	June 21, 1993	Switzerland
Trumark	860201	Aug. 7, 1996	China
Trumark	94/06834	Apr. 20, 1997	Malaysia

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>	<u>COUNTRY</u>
Four Seasons	94/07416	July 4, 1994	Hong Kong
Trumark	94/07415	July 4, 1994	Hong Kong
Four Seasons	94/06833	Aug. 3, 1994	Malaysia
Trumark	5471/94	July 1, 1994	Singapore
Trumark	11074/96	Oct. 11, 1996	Singapore
Trumark	11075/96	Oct. 12, 1996	Singapore

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 22, 2001, by STANDARD MOTOR PRODUCTS, INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

A. 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

B. 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(1) (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(2) (b) all reissues, continuations or extensions of the foregoing;

(3) (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(4) (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

C. 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

