

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524317

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stoneridge, Inc.		04/01/2019	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Standard Motor Products, Inc.		
<b>Street Address:</b>	37-18 Northern Blvd.		
<b>City:</b>	Long Island City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11101		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2308719	POLLAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9727018765		
<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>			
<b>Phone:</b>	972-701-7024		
<b>Email:</b>	jpatterson@hhdulaw.com		
<b>Correspondent Name:</b>	James S Patterson		
<b>Address Line 1:</b>	15303 DALLAS PKWY SUITE 700		
<b>Address Line 4:</b>	ADDISON, TEXAS 75001		
<b>NAME OF SUBMITTER:</b>	James S Patterson		
<b>SIGNATURE:</b>	/james s patterson/		
<b>DATE SIGNED:</b>	05/20/2019		
<b>Total Attachments: 5</b>			
source=POLLAK - Trademark Assignment - from Stoneridge to SMP (Signed)#page1.tif			
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OP \$40.00 2308719

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Agreement”), dated as of April 1, 2019, by and between Stoneridge, Inc., an Ohio corporation (“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 and Stoneridge Control Devices, Inc. have entered into that certain Asset Purchase Agreement, dated as of April 1, 2019 (the “Purchase Agreement”), pursuant to which Assignor conveyed, transferred and assigned to Assignee, among other assets, certain Intellectual Property Rights of Assignor, and has agreed to execute and deliver this Agreement to Assignee.

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, assigns and delivers unto 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 and trade names of the Assignor set forth on Schedule 1 hereto, whether registered or unregistered, including, without limitation the trademark registrations and applications and all issuances, extensions and renewals thereof;

(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;

(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; and

(d) 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, 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. Assignor hereby authorizes the recordation of this Agreement with governmental authorities. Assignors hereby covenant and agree that the Assignors will at any time upon the reasonable request execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests

conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Assignment against the Intellectual Property Rights listed on Schedule 1 attached hereto with any government office, but at the expense of Assignee.

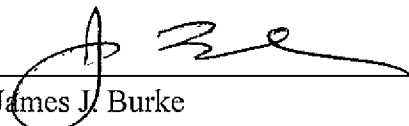
3. Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In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

[Signature page to follow]

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

**STANDARD MOTOR PRODUCTS, INC.**

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

**STONERIDGE, INC.**

By: \_\_\_\_\_  
Name: Robert R. Krakowiak  
Its: Executive Vice President

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

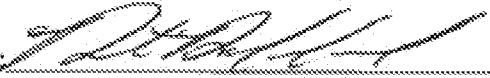
**STANDARD MOTOR PRODUCTS, INC.**

By: \_\_\_\_\_

Name: James J. Burke

Its: Chief Operating Officer

**STONERIDGE, INC.**

By:  \_\_\_\_\_

Name: Robert R. Krakowiak

Its: Executive Vice President


Signature Page to Trademark Assignment

**TRADEMARK**

**REEL: 006649 FRAME: 0626**

## SCHEDULE 1

### ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Status	Serial No.	Reg. No.	App Date	Reg Date	Owner	Goods & Services
 POLLAK	US	Registered	75516423	2308719	7/9/1998	1/18/2000	Stoneridge, Inc.	Int'l Class 9 - ELECTRICAL AND ELECTRONIC COMPONENTS, MODULES AND SYSTEMS FOR AUTOMOBILES, MEDIUM AND HEAVY DUTY TRUCK AND CONSTRUCTION, AGRICULTURAL AND MARINE VEHICLES, NAMELY, SWITCHES, ACTUATORS, [ CIRCUIT PROTECTORS, VEHICLE ELECTRONIC CONTROL UNITS, INSTRUMENT PANELS, ELECTRONIC INSTRUMENT CLUSTERS, GAUGES, INTEGRATED DIGITAL DISPLAYS, DIAGNOSTIC RECORDERS AND POWER CONVERTERS ].  (stricken items removed during 2009 renewal)