05/21/2019 505486897 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5533701

SUBMISSION TYPE: NATURE OF CONVEYANCE:		NEW ASSIGNMENT		
		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY	' DATA			
Name			Execution Date	
STONERIDGE, INC.			04/01/2019	
STONERIDGE CONTROL DEVICES, INC.			04/01/2019	
		37-18 NORTHERN BOULEVARD		
Name: Street Address:		STANDARD MOTOR PRODUCTS, INC. 37-18 NORTHERN BOULEVARD		
City:	LONG	LONG ISLAND CITY		
State/Country:	NEW Y	NEW YORK		
Postal Code:	11101			
PROPERTY NUMBE	RS Total: 2			
Property Ty	be 🛛	Number		
Application Number	:	12206661		
Application Number	:	11419632		

CORRESPONDENCE DATA

Fax Number:

(212))876-1	155
	1010-1	100

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. Dhonor 3120-627-2283

3120-027-2203
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STEVEN MCMAHON ZELLER
DYKEMA GOSSETT PLLC
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CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	111309-00008	
NAME OF SUBMITTER:	STEVEN MCMAHON ZELLER	
SIGNATURE:	/STEVEN MCMAHON ZELLER/	
DATE SIGNED:	05/21/2019	

Total Attachments: 5

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> PATENT REEL: 049244 FRAME: 0602

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "<u>Agreement</u>"), dated as of April 1, 2019, by and between Stoneridge, Inc., an Ohio corporation and Stoneridge Control Devices, Inc., a Massachusetts corporation (together, "<u>Assignors</u>"), and Standard Motor Products, Inc., a New York corporation ("<u>Assignee</u>"). 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). Assignors and Assignee are each individually referred to in this Agreement as a "<u>Party</u>" and collectively, as the "<u>Parties</u>."

WHEREAS, Assignee and Assignors have entered into that certain Asset Purchase Agreement, dated as of April 1, 2019 (the "<u>Purchase Agreement</u>"), pursuant to which Assignors conveyed, transferred and assigned to Assignee, among other assets, certain Intellectual Property Rights of Assignors, 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. <u>Assignment</u>. Assignors hereby irrevocably convey, transfer, assign and deliver unto Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignors' entire right, title and interest in and to the following (the "<u>Assigned Patents</u>"):

(a) all patents and patent applications of the Assignors set forth on <u>Schedule 1</u> hereto, whether registered, unregistered or arising by any applicable Law of any jurisdiction throughout the world, and all issuances, extensions and renewals thereof, including all underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, the right to claim the priority date of the patent applications and any legal equivalents thereof;

(b) all rights of any kind whatsoever of Assignors 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. <u>Recordation and Further Actions</u>. Assignors hereby authorize 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 <u>Schedule 1</u> attached hereto with any government office, but at the expense of Assignee.

PATENT REEL: 049244 FRAME: 0603 3. <u>Terms of the Purchase Agreement</u>. The Parties 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. <u>Miscellaneous</u>. 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.

Its: Chief Operating Officer

STONERIDGE, INC.

By:_____ Name: Robert R. Krakowiak Its: Executive Vice President

STONERIDGE CONTROL DEVICES, INC.

By:_____ Name: Robert R. Krakowiak Its: Vice President

Signature Page to Patent Assignment

PATENT REEL: 049244 FRAME: 0605 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.

B

Name: Robert R. Krakowiak Its: Executive Vice President

STONERIDGE CONTROL DEVICES, INC.

By:

Name: Robert R. Krakowiak Its: Vice President

Signature Page to Patent Assignment

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Owner	Patent Title	Pat. No.	App. No.	Filing Date	Jurisdiction
Stoneridge Control Devices, Inc.	Interchangable lever assemblies	8261629	12206661	Sept 8, 2008	USA
Stoneridge Control Devices, Inc.	Linear position sensor	7454979	11419632	May 22, 2006	USA
Stoneridge Control Devices, Inc.	Interchangable lever assemblies	GB2467658	1004038.4	08/09/2008	UK

Schedule 1 to Patent Assignment

PATENT REEL: 049244 FRAME: 0607

RECORDED: 05/21/2019