

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Standard-Thomson Corporation		10/27/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Stant USA Corp.		
Street Address:	1620 Columbia Avenue		
City:	Connersville		
State/Country:	INDIANA		
Postal Code:	47331		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1187400	THERMO BLEND	
Registration Number:	1021975	WEIR-STAT	
Registration Number:	0778188	MICRO-SEAL	
Registration Number:	0727244	STAT-TITE	
Registration Number:	0760626	TRU-TEMP	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-2000		
Email:	saumil.mehta@kirkland.com, christine.casey@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle Street, 28th Floor		
Address Line 2:	c/o Saumil Mehta		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	36052-122 CAC		

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 REEL: 004091 FRAME: 0306**

NAME OF SUBMITTER:	Saumil Mehta
Signature:	/Saumil Mehta/
Date:	11/05/2009
Total Attachments: 4 source=Exec. Trademark - US - Standard-Thomson Corporation#page1.tif source=Exec. Trademark - US - Standard-Thomson Corporation#page2.tif source=Exec. Trademark - US - Standard-Thomson Corporation#page3.tif source=Exec. Trademark - US - Standard-Thomson Corporation#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of October 27, 2009. ("Effective Date") by and between Standard-Thomson Corporation, a Delaware corporation with its principal office at 1620 Columbia Avenue, Connersville, Indiana 47331 ("Assignor"), and Stant USA Corp., a Delaware corporation, with its principal office at 1620 Columbia Avenue, Connersville, Indiana 47331, USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated September 18, 2009 (the "Agreement"); and

WHEREAS, the Agreement is approved pursuant to a Bankruptcy Order (I) Approving Asset Purchase Agreement And Authorizing The Sale Of The Debtor's Assets Outside The Ordinary Course Of Business, (II) Authorizing The Sale Of Assets Free And Clear Of All Liens, Claims, Encumbrances And Interests, (III) Authorizing The Assumption And Sale Of Assignment Of Certain Executory Contracts And Unexpired Leases And (IV) Granting Related Relief dated September 18, 2009; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on the Schedule attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, testimony, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably

requested by Assignee and at Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

STANDARD-THOMSON CORPORATION

STANT USA CORP.

By: Marlon J Bailey

By: [Signature]

Name: MARLON J BAILEY

Name: Lewis Schoenwetter

Title: PRESIDENT & CEO

Title: VP, Asst. Secretary & Asst. Treasurer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./Filing Date	Reg. No./Reg. Date	Current Owner
THERMO BLEND	U.S.	73/275927 8/28/1980	1187400 1/26/1982	Standard-Thomson Corporation
WEIR-STAT	U.S.	73/043593 2/6/1975	1021975 10/7/1975	Standard-Thomson Corporation
MICRO-SEAL	U.S.	72/186285 2/7/1964	0778188 10/6/1964	Standard-Thomson Corporation
STAT-TITE	U.S.	72/120349 5/18/1961	0727244 2/6/1962	Standard-Thomson Corporation
TRU-TEMP	U.S.	72/110177 12/13/1960	0760626 11/26/1963	Standard-Thomson Corporation

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