

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

05/17/2012



103644578

To the Director of the U. S. Patent and Trademark Office: Please record the attached d

1. Name of conveying party(ies):
 FEDERAL-MOGUL WORLD WIDE, INC.

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: MICHIGAN
 Other _____

Citizenship (see guidelines) TEXAS Michigan

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: STANDARD MOTOR PRODUCTS, INC.

Street Address: 37-18 Northern Boulevard

City: Long Island City

State: New York

Country: United States Zip: 11101

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) JUNE 22, 2011

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
78351723, 78454948, 78319169

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: D. Wade Cloud, Jr.

Internal Address: _____

Street Address: 15303 Dallas Parkway, Suite 700

City: Addison

State: Texas Zip: 75001

Phone Number: (972) 701-7013

Docket Number: _____

Email Address: wcloud@hhdulaw.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

05/17/2012 KNGUYEN1 00000017 503612 78351723

Deposit Account Number 50361200 DA

Authorized User Name 2442

9. Signature: May 14 2012

Signature Date

D. Wade Cloud, Jr. Total number of pages including cover sheet, attachments, and document: 5

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004785 FRAME: 0777

Assignment Of Trademark Rights

Effective March 31, 2010 (the "Effective Date"),

Federal-Mogul Ignition Co., a Delaware corporation and **Federal-Mogul World Wide, Inc.**, a Michigan corporation, (collectively, "Assignor"),

and

Standard Motor Products, Inc., a New York corporation ("Assignee"),

each a "Party" and collectively the "Parties," agree as follows:

BACKGROUND:

A. Assignor, Federal-Mogul Corporation ("FMC") and Assignee have entered into an Asset Purchase Agreement dated as of April 17, 2009 (the "Purchase Agreement") (each capitalized term used herein but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement), pursuant to which Assignee has agreed to purchase from Assignor and FMC certain assets used by Assignor and FMC in the production of products utilized in the Business.

B. In connection with the Purchase Agreement, Assignor has agreed to convey to Assignee the trademarks and trademark applications listed on Schedule 1 attached hereto (collectively referred to as the "Trademarks").

C. Intending to be legally bound, and in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS:

1. Assignment. Pursuant to Section 1.1 of the Purchase Agreement, and subject to Section 2 and Section 3 hereof, Assignor hereby sells, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to, and any and all rights and privileges associated with the Trademarks, together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof. Except as provided in the Purchase Agreement, Assignor makes no representations or warranties, express or implied, with respect to the Trademarks.

2. Terms of Purchase Agreement Control. Nothing contained in this Assignment of Trademark Rights shall in any way supersede, modify, replace, amend, rescind, waive, narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom. This Assignment of Trademark Rights shall in all ways be governed by, and subject to, the Purchase Agreement.

3. Trademark License Agreement. The Trademark License Agreement dated as of _____, 2009 between Assignor, FMC and Assignee shall continue in full force and effect until it terminates pursuant to its terms.

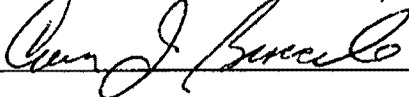
4. Further Assurances. Assignee shall promptly record this Assignment of Trademark Rights (or such suitable short form assignment or notice as may be applicable) at the United States Patent and Trademark Office and any comparable trademark office in any foreign country in which any of the Trademarks are filed and/or registered to change the name

and address of record for such Trademarks or to take promptly such other action as may be advisable to ensure that all correspondence regarding the Trademarks will be sent to Assignee. Assignor agrees that on request and without further consideration, but at the expense of the Assignee, Assignor testify in any legal proceedings, sign all lawful papers, execute all additional applications, make all rightful oaths, and generally aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper trademark protection for said Trademarks in all countries. Assignee acknowledges that Assignor shall have no obligation to maintain the Trademarks after the date hereof, and Assignor shall have no liability to Assignee in the event of any failure or termination of the Trademarks after the date hereof, including without limitation any abandonment of an application or termination of a Trademark for failure to prosecute or pay any applicable fees after the date hereof.

5. Miscellaneous. This Assignment of Trademark Rights (a) is executed pursuant to the Purchase Agreement and may be executed in multiple counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed by and in accordance with the internal laws of the State of Michigan, without regard to the principles of conflicts of law thereof, and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment of Patent Rights to be duly executed as of the date first written above.

STANDARD MOTOR PRODUCTS, INC.

By: 

Printed Name: Carmine J. Brucato

Title: VP General Counsel

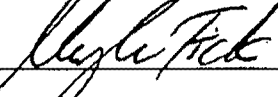
FEDERAL MOGUL WORLD WIDE, INC.

By: 

Printed Name: MaryAnn C. Fick

Title: Intellectual Property Counsel

FEDERAL MOGUL IGNITION CO.

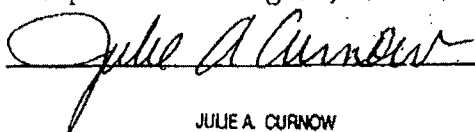
By: 

Printed Name: MaryAnn C. Fick

Title: Intellectual Property Counsel

STATE OF MICHIGAN)
) S.S.
COUNTY OF OAKLAND)

I, Julie A. Curnow, a Notary Public, state that before me this 22nd day of June, 2011, personally appeared MaryAnn C. Fick, who I know to be the person who is empowered to sign, and the person who signed, this document.



JULIE A. CURNOW
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES May 11, 2013
ACTING IN COUNTY OF Oakland

Assignment Of Trademark Rights

Schedule 1 – Trademark and Trademark Applications (“Trademarks”)

FM Docket	Trademark	Country	Status	Appln No	Current Owner
990725	BLUE & SILVER SPARK PLUG WIRE (Color)	United States	REGISTERED	78/317320	FEDERAL-MOGUL WORLD WIDE, INC
990726	BLUE & SILVER SPARK PLUG WIRE (Design)	United States	REGISTERED	78/317322	FEDERAL-MOGUL WORLD WIDE, INC
990721	POWERMAX	China P.R.	FILED	5793069	FEDERAL-MOGUL IGNITION COMPANY
990721	POWERMAX	Community Trademark	REGISTERED	3898921	FEDERAL-MOGUL IGNITION COMPANY
990721	POWERMAX	India	FILED	1533358	FEDERAL-MOGUL IGNITION COMPANY
990721	POWERMAX	United States	REGISTERED	78/319169	FEDERAL-MOGUL WORLD WIDE, INC
990724R	POWERMAX DESIGN	China P.R.	FILED	5798862	FEDERAL-MOGUL IGNITION COMPANY
990724R	POWERMAX DESIGN	Community Trademark	REGISTERED	4000014	FEDERAL-MOGUL IGNITION COMPANY
990724R	POWERMAX DESIGN	India	FILED	1533359	FEDERAL-MOGUL IGNITION COMPANY
990724R	POWERMAX DESIGN	Mexico	FILED	671815	FEDERAL-MOGUL IGNITION COMPANY
990724R	POWERMAX DESIGN	United States	REGISTERED	78/454948	FEDERAL-MOGUL WORLD WIDE, INC
990732	SPARK DESIGN	Canada	REGISTERED	1204069	FEDERAL-MOGUL IGNITION COMPANY
990732	SPARK DESIGN	Mexico	FILED	639157	FEDERAL-MOGUL IGNITION COMPANY
990732	SPARK DESIGN	United States	REGISTERED	78/351723	FEDERAL-MOGUL WORLD WIDE, INC