

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361583

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STANDARD MOTOR PRODUCTS, INC.		10/28/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	277 Park Avenue, 22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 129

Property Type	Number	Word Mark
Registration Number:	3710788	33189
Registration Number:	3710781	33219
Registration Number:	3710783	33520
Registration Number:	3710784	33601
Registration Number:	3710779	35002
Registration Number:	3710780	35344
Registration Number:	3730312	35407
Registration Number:	3710777	35656
Registration Number:	3730310	36715
Registration Number:	3710787	36973
Registration Number:	3710776	38623
Registration Number:	3730308	38638
Registration Number:	3730311	38807
Registration Number:	3710785	38884
Registration Number:	3730309	38907
Registration Number:	3710782	39000
Registration Number:	3710786	54166
Registration Number:	3710778	54570
Registration Number:	3684775	56156

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3684776	56157
Registration Number:	3684777	57237
Registration Number:	3687890	57378
Registration Number:	3700625	57948
Registration Number:	3684774	57950
Registration Number:	3687891	57992
Registration Number:	3200511	21ST CENTURY TUNE-UP
Registration Number:	3200512	21ST CENTURY TUNE-UP S STANDARD
Registration Number:	3325359	4SEASONS
Registration Number:	2806312	ACI
Registration Number:	4138643	AIRONE
Registration Number:	3898695	AIRONE
Registration Number:	3791355	ANNEX MANUFACTURING, INC.
Registration Number:	1455131	AUTOTEMP
Registration Number:	4019359	BLUE STREAK
Registration Number:	2459442	BLUE STREAK
Registration Number:	2433406	BLUE STREAK
Registration Number:	2123674	BLUE STREAK
Registration Number:	2123577	BLUE STREAK
Registration Number:	2119767	BLUE STREAK
Registration Number:	2975805	BWD
Registration Number:	2975806	BWD AUTOMOTIVE
Registration Number:	2605213	COMPRESSORWORKS
Registration Number:	2518119	COMPRESSORWORKS INC
Registration Number:	867129	ECHLIN
Registration Number:	1489048	EVERCO
Registration Number:	3749632	EVERCO BY 4SEASONS
Registration Number:	3565005	EVERCO HEAVY DUTY
Registration Number:	4496386	EXPERT SOLUTIONS FOR PROFESSIONAL TECHNI
Registration Number:	1794836	FACTORY AIR
Registration Number:	3687889	FACTORY AIR BY 4SEASONS
Registration Number:	2151901	FORECAST
Registration Number:	3167217	FOUR SEASONS
Registration Number:	2109236	FOUR SEASONS
Registration Number:	2071259	FOUR SEASONS
Registration Number:	2038498	FOUR SEASONS
Registration Number:	2036811	FOUR SEASONS
Registration Number:	3108356	GP

Property Type	Number	Word Mark
Registration Number:	3108354	GP
Registration Number:	2561307	GP SORENSEN
Registration Number:	3099576	GP SORENSEN
Registration Number:	1943297	GP SORENSEN
Registration Number:	3823649	HANDYPACK
Registration Number:	1530764	HAYDEN
Registration Number:	4492696	HD COOL
Registration Number:	1508925	HYGRADE
Registration Number:	2785658	I FLASH
Registration Number:	2755553	I FLASH
Registration Number:	1540380	IMPERIAL
Registration Number:	1414885	IMPERIAL
Registration Number:	4198930	INTERMOTOR
Registration Number:	1721747	KOOL KLUTCH
Registration Number:	3469659	LOCKSMART
Registration Number:	1006023	MAGNITION
Registration Number:	1931941	MAGNUM
Registration Number:	3101603	MAX PROTECTION MAX POWER
Registration Number:	2801890	MAXAIR
Registration Number:	1807065	MILEAGE PLUS
Registration Number:	956317	NIEHOFF
Registration Number:	4612319	OE PLUS PERFORMANCE
Registration Number:	2177530	OEM ORIGINAL ENGINE MANAGEMENT
Registration Number:	1435345	ONE STOP
Registration Number:	2642647	ORIGINAL ENGINE MANAGEMENT
Registration Number:	3235632	PAC-KITS
Registration Number:	3275805	PAC-KITS
Registration Number:	3149436	POWERMAX
Registration Number:	3009681	POWERMAX SPARK PLUG WIRE
Registration Number:	3897789	PRO SOURCE HEATER CORES
Registration Number:	1195976	QUICK CONNECT
Registration Number:	1587691	QUIK MOUNT
Registration Number:	1195975	QUIK-MOUNT
Registration Number:	4818349	QWIK SENSOR
Registration Number:	1003983	RAPID COOL
Registration Number:	1719854	S STANDARD
Registration Number:	1690069	S STANDARD
Registration Number:	886245	S STANDARD PLUS

Property Type	Number	Word Mark
Registration Number:	2862050	SELECT
Registration Number:	4064474	SMART SOLUTIONS FOR TODAY'S TECHNICIANS
Registration Number:	3745984	SMP
Registration Number:	3972274	SMP
Registration Number:	4051216	SMP STANDARD MOTOR PRODUCTS, INC
Registration Number:	1909811	STANDARD
Registration Number:	1871092	STANDARD
Registration Number:	1831074	STANDARD
Registration Number:	979893	STANDARD
Registration Number:	1742748	STANDARD PLUS
Registration Number:	1878161	STANDARD PLUS CLUB
Registration Number:	1856924	STANDARD PLUS CLUB
Registration Number:	2437981	SUPERMAG
Registration Number:	3158316	SURE-SPARK
Registration Number:	1167166	SWIRL FLEX
Registration Number:	1169190	SWIRL-COOL
Registration Number:	2916898	SWIRL-FLEX
Registration Number:	4496385	TECH EXPERT
Registration Number:	3673366	TECH SELECT
Registration Number:	4088415	TECH SMART
Registration Number:	4711211	THE DESLUGGER
Registration Number:	1656606	THE WIRE WIRE
Registration Number:	2747392	TORQFLO
Registration Number:	1186610	TRANSAVER
Registration Number:	932589	TRANS-COOLER
Registration Number:	1981886	TRUMARK
Registration Number:	4040603	T-SERIES
Registration Number:	3598461	WHEN OE FAILS...TRUST BWD
Registration Number:	3598462	WHEN OE FAILS...TRUST STANDARD
Registration Number:	4047941	WIRED FOR LIFE
Registration Number:	3134460	YOUR AUTOMOTIVE PARTNER
Serial Number:	85445378	ULTRA
Serial Number:	86560715	SELECT
Serial Number:	86764326	GREEN AT OUR CORE REMANUFACTURED USING 7

CORRESPONDENCE DATA

Fax Number: 6173417701

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.

TRADEMARK

REEL: 005663 FRAME: 0138

Phone: 6173417729
Email: kschmidt@morganlewis.com
Correspondent Name: Katarzyna Schmidt
Address Line 1: 1 Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Schmidt

SIGNATURE: /Katarzyna Schmidt/

DATE SIGNED: 11/05/2015

Total Attachments: 20

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of October 28, 2015 by and among STANDARD MOTOR PRODUCTS, INC., a New York corporation (the "U.S. Borrower"), each other Subsidiary of the U.S. Borrower identified on the signature pages hereof (such Subsidiaries, together with the U.S. Borrower are referred to hereinafter each individually as a "Grantor", and collectively, as the "Grantors"), and JPMORGAN CHASE BANK, N.A. in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the U.S. Borrower, SMP Motor Products Ltd. / Produits Automobiles SMP Ltée, a corporation amalgamated under the laws of Canada (the "Canadian Borrower" and, together with the U.S. Borrower, each individually, a "Borrower" and collectively, the "Borrowers"), the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent (for the benefit of the Lenders and the other Secured Parties) that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent (for the benefit of the Lenders and the other Secured Parties), to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

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

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Lenders and the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g., via email in portable document file format) shall be equally as effective as

delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

9. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT

FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Robert A. Kaulius
Title: Authorized Officer

[Standard Motor -- Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005663 FRAME: 0145

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[Please see attached]

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TRADEMARK
REEL: 005663 FRAME: 0146

Registered Trademarks:

No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
1	Standard Motor Products, Inc.	BWD	Australia	1581916	9/23/2013	1581916	4/22/2014
2	Standard Motor Products, Inc.	ECHLIN	Australia	708982	5/20/1996	708982	5/20/1996
3	Standard Motor Products, Inc.	STANDARD	Australia	1581914	9/23/2013		
4	Standard Motor Products, Inc.	STANDARD	Belize	1026513	10/29/2013	10265	7/21/2014
5	Standard Motor Products, Inc.	21ST CENTURY TUNE-UP	Canada	1367655	10/16/2007	TMA741398	6/3/2009
6	Standard Motor Products, Inc.	21ST CENTURY TUNE-UP & design	Canada	1426162	1/30/2009	TMA773278	7/29/2010
7	Standard Motor Products, Inc.	21ST CENTURY TUNE-UP & Design	Canada	1367653	10/16/2007	TMA744859	8/6/2009
8	Standard Motor Products, Inc.	4SEASONS	Canada	1714421	2/9/2015		
9	Standard Motor Products, Inc.	BLUE STREAK & DESIGN	Canada	448954	1/21/1980	TMA250601	9/19/1980
10	Standard Motor Products, Inc.	BLUE STREAK ELECTRONICS & DESIGN	Canada	1025951	9/20/1999	TMA552315	10/11/2001
11	Standard Motor Products, Inc.	BWD	Canada	1198530	11/27/2003	TMA679829	1/19/2007
12	Standard Motor Products, Inc.	BWD AUTOMOTIVE	Canada	1198531	11/27/2003	TMA695784	9/6/2007
13	Standard Motor Products, Inc.	ECHLIN	Canada	428012	7/28/1978	TMA245701	5/30/1980
14	Standard Motor Products, Inc.	FOUR SEASONS	Canada	800264	2/14/1996	TMA467229	12/5/1996
15	Standard Motor Products, Inc.	FOUR SEASONS & DESIGN	Canada	1169842	3/3/2003	TMA661663	3/28/2006
16	Standard Motor Products, Inc.	HAYDEN	Canada	644947	11/16/1989	TMA388899	9/13/1991
17	Standard Motor Products, Inc.	HYGRADE & DESIGN	Canada	452061	4/2/1980	TMA259292	5/29/1981
18	Standard Motor Products, Inc.	INTERMOTOR	Canada	1557570	12/22/2011	TMA890248	11/19/2014

No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
19	Standard Motor Products, Inc.	JIFFY KIT	Canada	381720	12/31/1974	TMA210180	10/24/1975
20	Standard Motor Products, Inc.	JIFFY KITS & DESIGN	Canada	452060	4/2/1980	TMA253478	12/5/1980
21	Standard Motor Products, Inc.	MISE AU POINT du 21e siècle & Design	Canada	1367654	10/16/2007	TMA744604	8/4/2009
22	Standard Motor Products, Inc.	NIEHOFF	Canada	798343	11/28/1995	TMA531095	8/11/2000
23	Standard Motor Products, Inc.	OE PLUS PERFORMANCE	Canada	1668943	3/20/2014	TMA903310	5/11/2015
24	Standard Motor Products, Inc.	PROFESSIONAL SERVICE DEALER NETWORK	Canada	833504	1/15/1997	TMA507214	1/27/1999
25	Standard Motor Products, Inc.	SMP	Canada	1594846	9/19/2012	TMA873258	3/13/2014
26	Standard Motor Products, Inc.	SMP & Design	Canada	1594848	9/19/2012	TMA864282	11/4/2013
27	Standard Motor Products, Inc.	SMP BLUE STREAK	Canada	1594847	9/19/2012	TMA860392	9/17/2013
28	Standard Motor Products, Inc.	SPARK Design	Canada	1204069	1/26/2004	TMA734826	2/19/2009
29	Standard Motor Products, Inc.	STANDARD	Canada	837765	2/28/1997	TMA492889	4/15/1998
30	Standard Motor Products, Inc.	STANDARD PLUS	Canada	838310	3/4/1997	TMA492885	4/15/1998
31	Standard Motor Products, Inc.	STANDARD PLUS & DESIGN	Canada	838313	3/4/1997	TMA492883	4/15/1998
32	Standard Motor Products, Inc.	STANDARD PLUS CLUB	Canada	833496	1/14/1997	TMA506147	1/6/1999
33	Standard Motor Products, Inc.	SUPPRONIC	Canada	358001	10/20/1972	TMA191092	5/18/1973
34	Standard Motor Products, Inc.	SWIRL DESIGN	Canada	1169843	3/3/2003	TMA636793	4/5/2005
35	Standard Motor Products, Inc.	TECHSMART	Canada	1557569	12/22/2011	TMA875443	4/10/2014
36	Standard Motor Products, Inc.	FOUR SEASONS & Design	China	4816728	8/4/2005	4816728	4/28/2009
37	Standard Motor Products, Inc.	FOUR SEASONS (Block Form)	China	4816729	8/4/2005	4816729	4/28/2009

No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
38	Standard Motor Products, Inc.	S Design	China		1/9/1997	1181301	6/7/1998
39	Standard Motor Products, Inc.	S Design	China		1/23/1997	1204906	9/7/1998
40	Standard Motor Products, Inc.	STANDARD Plus Design	China		1/9/1997	1161239	3/21/1998
41	Standard Motor Products, Inc.	Swirl Design	China	4816731	8/4/2005	4816731	7/14/2008
42	Standard Motor Products, Inc.	TORQFLO	China		11/13/2002	3368131	7/7/2004
43	Standard Motor Products, Inc.	UNIMOTOR (Block Form)	China	4816730	8/4/2005	4816730	7/14/2008
44	Standard Motor Products, Inc.	STANDARD	Ecuador	201347188	9/23/2013		
45	Standard Motor Products, Inc.	STANDARD	Ecuador	201347187	9/23/2013		
46	Standard Motor Products, Inc.	INTERMOTOR	El Salvador	2013131324	11/6/2013		
47	Standard Motor Products, Inc.	STANDARD	El Salvador	2014137075	7/24/2014		
48	Standard Motor Products, Inc.	4SEASONS (Stylized)	European Community	5420625	10/13/2006	005420625	5/22/2008
49	Standard Motor Products, Inc.	COMPRESSORWORKS	European Community	0014808194	12/2/1999	001408194	2/18/2011
50	Standard Motor Products, Inc.	FOUR SEASONS (Block letters)	European Community	005420633	10/13/2006	005420633	11/29/2007
51	Standard Motor Products, Inc.	Swirl Design	European Community	005420559	10/13/2006	005420559	2/11/2008
52	Standard Motor Products, Inc.	TORQFLO	European Community	002932770	11/12/2002	002932770	2/26/2004
53	Standard Motor Products, Inc.	STANDARD	Honduras	388312013	10/28/2013	129710	8/14/2014
54	Standard Motor Products, Inc.	ECHLIN	Ireland	139377	6/13/1977	94519	6/13/1977
55	Standard Motor Products, Inc.	ECHLIN	Italy	MI2006C003882	4/10/1996	748885	4/10/1996
56	Standard Motor Products, Inc.	COMPRESSORWORKS Plus	Korea,	40199946141	12/2/1999	40495329	6/21/2001

[Trademark Schedule]

No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
57	Standard Motor Products, Inc.	Design FOUR SEASONS & Design	Republic of Korea, Republic of	40200529421	6/23/2005	673515	8/9/2006
58	Standard Motor Products, Inc.	Swirl Design	Korea, Republic of	40200529419	6/23/2005	673514	8/9/2006
59	Standard Motor Products, Inc.	TORQFLO	Korea, Republic of	40200255705	12/3/2002	40601634	12/3/2004
60	Standard Motor Products, Inc.	4 SEASONS Plus Design (Four Seasons De Mexico Logo)	Mexico	1005678	5/12/2009	1103740	6/4/2009
61	Standard Motor Products, Inc.	BWD	Mexico	631125	11/26/2003	823609	2/27/2004
62	Standard Motor Products, Inc.	BWD	Mexico	631128	11/26/2003	823610	2/27/2004
63	Standard Motor Products, Inc.	BWD AUTOMOTIVE	Mexico	631127	11/26/2003	824663	3/12/2004
64	Standard Motor Products, Inc.	BWD AUTOMOTIVE	Mexico	631129	11/26/2003	823611	2/27/2004
65	Standard Motor Products, Inc.	COMPRESSORWORKS	Mexico	1253370	2/29/2012	1323853	10/26/2012
66	Standard Motor Products, Inc.	COMPRESSORWORKS Plus Design	Mexico	577668	11/29/2002	778832	2/17/2003
67	Standard Motor Products, Inc.	ECHLIN	Mexico	1415829	9/24/2013		
68	Standard Motor Products, Inc.	ECHLIN	Mexico	1415827	9/24/2013	1428388	1/21/2014
69	Standard Motor Products, Inc.	EVERCO	Mexico	229800	4/18/1995	492899	5/25/1995
70	Standard Motor Products, Inc.	FOUR SEASONS Plus Swirl Design	Mexico	591673	3/10/2003	840113	6/25/2004
71	Standard Motor Products, Inc.	HAYDEN	Mexico	1415842	9/24/2013	1425988	1/14/2014
72	Standard Motor Products, Inc.	HAYDEN	Mexico	1415837	9/24/2013	1428389	1/21/2014
73	Standard Motor Products, Inc.	INTERMOTOR	Mexico	1425014	10/22/2013	1435013	2/18/2014
74	Standard Motor Products, Inc.	INTERMOTOR	Mexico	1425013	10/22/2013	1430075	1/27/2014

No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
75	Standard Motor Products, Inc.	OEM	Mexico	1415836	9/24/2013	1425987	1/14/2014
76	Standard Motor Products, Inc.	STANDARD	Mexico	1415846	9/24/2013	1496961	11/20/2014
77	Standard Motor Products, Inc.	Swirl Design	Mexico	591672	3/10/2003	828599	4/7/2004
78	Standard Motor Products, Inc.	TORQFLO	Mexico	1437559	12/3/2013		
79	Standard Motor Products, Inc.	ECHLIN	New Zealand	224136	1/7/1993	224136	1/7/1993
80	Standard Motor Products, Inc.	ECHLIN	New Zealand	227374	6/2/1993	227374	6/2/1993
81	Standard Motor Products, Inc.	ECHLIN	New Zealand	227375	6/2/1993	227375	6/2/1993
82	Standard Motor Products, Inc.	STANDARD	Panama	228751	1/8/2014	228751	1/8/2014
83	Standard Motor Products, Inc.	INTERMOTOR	Puerto Rico	204757071	4/29/2014		
84	Standard Motor Products, Inc.	INTERMOTOR	Puerto Rico	204757091	4/29/2014		
85	Standard Motor Products, Inc.	STANDARD	Puerto Rico	203571071	1/9/2014		
86	Standard Motor Products, Inc.	STANDARD	Puerto Rico	303571091	1/9/2014	204156	1/9/2014
87	Standard Motor Products, Inc.	ECHLIN	South Africa	7702451	6/14/1977	7702451	6/14/1977
88	Standard Motor Products, Inc.	EVERCO	Taiwan	84011444		755317	4/1/1997
89	Standard Motor Products, Inc.	FOUR SEASONS & Design	Taiwan	094030116	6/23/2005	1207118	5/1/2006
90	Standard Motor Products, Inc.	FOUR SEASONS (Block Form)	Taiwan	094030119	6/23/2005	1207119	5/1/2006
91	Standard Motor Products, Inc.	FOUR SEASONS IN Chinese Characters	Taiwan	85001819		775892	9/16/1997
92	Standard Motor Products, Inc.	Swirl Design	Taiwan	094030114	6/23/2005	1207117	5/1/2006
93	Standard Motor Products, Inc.	UNIMOTOR (Block Form)	Taiwan	094030120	6/23/2005	1206783	5/1/2006

No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
94	Standard Motor Products, Inc.	ECHLIN	United Kingdom	1080706	7/6/1977	1080706	7/6/1977
95	Standard Motor Products, Inc.	INTERMOTOR	United Kingdom		5/30/1973	1011946	
96	Standard Motor Products, Inc.	33189	U.S.	76692221	8/19/2008	3710788	11/17/2009
97	Standard Motor Products, Inc.	33219	U.S.	76692204	8/19/2008	3710781	11/17/2009
98	Standard Motor Products, Inc.	33520	U.S.	76692206	8/19/2008	3710783	11/17/2009
99	Standard Motor Products, Inc.	33601	U.S.	76692208	8/19/2008	3710784	11/17/2009
100	Standard Motor Products, Inc.	35002	U.S.	76692201	8/19/2008	3710779	11/17/2009
101	Standard Motor Products, Inc.	35344	U.S.	76692203	8/19/2008	3710780	11/17/2009
102	Standard Motor Products, Inc.	35407	U.S.	76692220	8/19/2008	3730312	12/29/2009
103	Standard Motor Products, Inc.	35656	U.S.	76692197	8/19/2008	3710777	11/17/2009
104	Standard Motor Products, Inc.	36715	U.S.	76692217	8/19/2008	3730310	12/29/2009
105	Standard Motor Products, Inc.	36973	U.S.	76692214	8/19/2008	3710787	11/17/2009
106	Standard Motor Products, Inc.	38623	U.S.	76692196	8/19/2008	3710776	11/17/2009
107	Standard Motor Products, Inc.	38638	U.S.	76692215	8/19/2008	3730308	12/29/2009
108	Standard Motor Products, Inc.	38807	U.S.	76692219	8/19/2008	3730311	12/29/2009
109	Standard Motor Products, Inc.	38884	U.S.	76692209	8/19/2008	3710785	11/17/2009
110	Standard Motor Products, Inc.	38907	U.S.	76692216	8/19/2008	3730309	12/29/2009
111	Standard Motor Products, Inc.	39000	U.S.	76692205	8/19/2008	3710782	11/17/2009
112	Standard Motor Products, Inc.	54166	U.S.	76692213	8/19/2008	3710786	11/17/2009

No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
113	Standard Motor Products, Inc.	54570	U.S.	76692199	8/19/2008	3710778	11/17/2009
114	Standard Motor Products, Inc.	56156	U.S.	76692207	8/19/2008	3684775	9/22/2009
115	Standard Motor Products, Inc.	56157	U.S.	76692211	8/19/2008	3684776	9/22/2009
116	Standard Motor Products, Inc.	57237	U.S.	76692223	8/19/2008	3684777	9/22/2009
117	Standard Motor Products, Inc.	57378	U.S.	76692210	8/19/2008	3687890	9/29/2009
118	Standard Motor Products, Inc.	57948	U.S.	76692218	8/19/2008	3700625	10/27/2009
119	Standard Motor Products, Inc.	57950	U.S.	76692202	8/19/2008	3684774	9/22/2009
120	Standard Motor Products, Inc.	57992	U.S.	76692212	8/19/2008	3687891	9/29/2009
121	Standard Motor Products, Inc.	21ST CENTURY TUNE-UP	U.S.	78601358	4/4/2005	3200511	1/23/2007
122	Standard Motor Products, Inc.	21ST CENTURY TUNE-UP S STANDARD	U.S.	78601362	4/4/2005	3200512	1/23/2007
123	Standard Motor Products, Inc.	4SEASONS	U.S.	76655223	2/14/2006	3325359	10/30/2007
124	Standard Motor Products, Inc.	ACI	U.S.	76438704	8/8/2002	2806312	1/20/2004
125	Standard Motor Products, Inc.	AIRONE	U.S.	85418498	9/9/2011	4138643	5/8/2012
126	Standard Motor Products, Inc.	AIRONE	U.S.	77867180	11/6/2009	3898695	1/4/2011
127	Standard Motor Products, Inc.	ANNEX MANUFACTURING, INC.	U.S.	77738611	5/11/2009	3791355	5/18/2010
128	Standard Motor Products, Inc.	AUTOTEMP	U.S.	73630182	11/13/1986	1455131	9/1/1987
129	Standard Motor Products, Inc.	BLUE STREAK	U.S.	85236069	2/7/2011	4019359	8/30/2011
130	Standard Motor Products, Inc.	BLUE STREAK	U.S.	75911971	2/8/2000	2459442	6/12/2001
131	Standard Motor Products, Inc.	BLUE STREAK	U.S.	75911970	2/8/2000	2433406	3/6/2001

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No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
132	Standard Motor Products, Inc.	BLUE STREAK	U.S.	75214076	11/21/1996	2123674	12/23/1997
133	Standard Motor Products, Inc.	BLUE STREAK	U.S.	75209489	12/6/1996	2123577	12/23/1997
134	Standard Motor Products, Inc.	BLUE STREAK	U.S.	75209488	12/6/1996	2119767	12/9/1997
135	Standard Motor Products, Inc.	BWD	U.S.	78327451	11/13/2003	2975805	7/26/2005
136	Standard Motor Products, Inc.	BWD AUTOMOTIVE	U.S.	78327504	11/13/2003	2975806	7/26/2005
137	Standard Motor Products, Inc.	COMPRESSORWORKS	U.S.	75719212	6/2/1999	2605213	8/6/2002
138	Standard Motor Products, Inc.	COMPRESSORWORKS INC	U.S.	75719208	6/2/1999	2518119	12/11/2001
139	Standard Motor Products, Inc.	ECHLIN	U.S.	72281364	9/28/1967	867129	3/25/1969
140	Standard Motor Products, Inc.	EVERCO	U.S.	73649796	3/17/1987	1489048	5/24/1988
141	Standard Motor Products, Inc.	EVERCO BY 4SEASONS	U.S.	77778994	7/11/2009	3749632	2/16/2010
142	Standard Motor Products, Inc.	EVERCO HEAVY DUTY	U.S.	76669886	12/4/2006	3565005	1/20/2009
143	Standard Motor Products, Inc.	EXPERT SOLUTIONS FOR PROFESSIONAL TECHNICIANS	U.S.	85723590	9/7/2012	4496386	3/11/2014
144	Standard Motor Products, Inc.	FACTORY AIR	U.S.	74197738	8/26/1991	1794836	9/28/1993
145	Standard Motor Products, Inc.	FACTORY AIR BY 4SEASONS	U.S.	76692200	8/19/2008	3687889	9/29/2009
146	Standard Motor Products, Inc.	FORECAST	U.S.	75184785	10/21/1996	2151901	4/21/1998
147	Standard Motor Products, Inc.	FOUR SEASONS	U.S.	76644250	8/4/2005	3167217	11/7/2006
148	Standard Motor Products, Inc.	FOUR SEASONS	U.S.	75209491	12/6/1996	2109236	10/28/1997
149	Standard Motor Products, Inc.	FOUR SEASONS	U.S.	75030279	12/11/1995	2071259	6/17/1997
150	Standard Motor Products, Inc.	FOUR SEASONS	U.S.	75030266	12/11/1995	2038498	2/18/1997

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No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
151	Standard Motor Products, Inc.	FOUR SEASONS	U.S.	75030263	12/11/1995	2036811	2/11/1997
152	Standard Motor Products, Inc.	GP	U.S.	75829943	10/25/1999	3108356	6/27/2006
153	Standard Motor Products, Inc.	GP	U.S.	75829356	10/25/1999	3108354	6/27/2006
154	Standard Motor Products, Inc.	GP SORENSEN	U.S.	76088193	7/14/2000	2561307	4/16/2002
155	Standard Motor Products, Inc.	GP SORENSEN	U.S.	75829974	10/25/1999	3099576	6/6/2006
156	Standard Motor Products, Inc.	GP SORENSEN	U.S.	74170172	5/28/1991	1943297	12/26/1995
157	Standard Motor Products, Inc.	GREEN AT OUR CORE REMANUFACTURED USING 75% RECYCLED CONTENT STANDARD MOTOR PRODUCTS, INC.	U.S.	86764326	9/22/2015		
158	Standard Motor Products, Inc.	HANDYPACK	U.S.	77634885	12/17/2008	3823649	7/27/2010
159	Standard Motor Products, Inc.	HAYDEN	U.S.	73728417	5/16/1988	1530764	3/21/1989
160	Standard Motor Products, Inc.	HD COOL	U.S.	85792919	12/3/2012	4492696	3/4/2014
161	Standard Motor Products, Inc.	HYGRADE	U.S.	73666073	6/11/1987	1508925	10/18/1988
162	Standard Motor Products, Inc.	IFLASH	U.S.	76421409	6/12/2002	2785658	11/25/2003
163	Standard Motor Products, Inc.	IFLASH	U.S.	76421175	6/12/2002	2755553	8/26/2003
164	Standard Motor Products, Inc.	IMPERIAL	U.S.	73673493	6/18/1987	1540380	5/23/1989
165	Standard Motor Products, Inc.	IMPERIAL	U.S.	73548160	7/15/1985	1414885	10/28/1986
166	Standard Motor Products, Inc.	INTERMOTOR	U.S.	77982813	12/12/2008	4198930	8/28/2012
167	Standard Motor Products, Inc.	KOOL KLUTCH	U.S.	74231698	12/19/1991	1721747	10/6/1992
168	Standard Motor Products, Inc.	LOCKSMART	U.S.	78908417	6/14/2006	3469659	7/15/2008

No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
169	Standard Motor Products, Inc.	MAGNITION	U.S.	72458769	5/29/1973	1006023	3/4/1975
170	Standard Motor Products, Inc.	MAGNUM	U.S.	74386703	5/5/1993	1931941	10/31/1995
171	Standard Motor Products, Inc.	MAX PROTECTION MAX POWER	U.S.	78351723	1/14/2004	3101603	6/6/2006
172	Standard Motor Products, Inc.	MAXAIR	U.S.	76438705	8/8/2002	2801890	1/6/2004
173	Standard Motor Products, Inc.	MILEAGE PLUS	U.S.	74315499	9/21/1992	1807065	11/30/1993
174	Standard Motor Products, Inc.	NIEHOFF	U.S.	72389068	4/14/1971	956317	4/3/1973
175	Standard Motor Products, Inc.	OE PLUS PERFORMANCE	U.S.	86026484	8/1/2013	4612319	9/30/2014
176	Standard Motor Products, Inc.	OEM ORIGINAL ENGINE MANAGEMENT	U.S.	75230046	1/23/1997	2177530	7/28/1998
177	Standard Motor Products, Inc.	ONE STOP	U.S.	73593283	4/14/1986	1435345	4/7/1987
178	Standard Motor Products, Inc.	ORIGINAL ENGINE MANAGEMENT	U.S.	76348502	12/13/2001	2642647	10/29/2002
179	Standard Motor Products, Inc.	PAC-KITS	U.S.	76657306	3/27/2006	3235632	5/1/2007
180	Standard Motor Products, Inc.	PAC-KITS	U.S.	76624004	12/8/2004	3275805	8/7/2007
181	Standard Motor Products, Inc.	POWERMAX	U.S.	78319169	10/27/2003	3149436	9/26/2006
182	Standard Motor Products, Inc.	POWERMAX SPARK PLUG WIRE	U.S.	78454948	7/22/2004	3009681	10/25/2005
183	Standard Motor Products, Inc.	PRO SOURCE HEATER CORES	U.S.	77738418	5/15/2009	3897789	12/28/2010
184	Standard Motor Products, Inc.	QUICK CONNECT	U.S.	73245906	1/14/1980	1195976	5/18/1982
185	Standard Motor Products, Inc.	QUIK MOUNT	U.S.	73820059	8/18/1989	1587691	3/20/1990
186	Standard Motor Products, Inc.	QUIK-MOUNT	U.S.	73245905	1/14/1980	1195975	5/18/1982
187	Standard Motor Products, Inc.	QWIK SENSOR	U.S.	85944757	5/29/2013	4818349	9/22/2015

No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
188	Standard Motor Products, Inc.	RAPID COOL	U.S.	72384535	2/22/1971	1003983	2/4/1975
189	Standard Motor Products, Inc.	S STANDARD	U.S.	74194361	8/13/1991	1719854	9/29/1992
190	Standard Motor Products, Inc.	S STANDARD	U.S.	74109239	10/25/1990	1690069	6/2/1992
191	Standard Motor Products, Inc.	S STANDARD PLUS	U.S.	72323922	4/8/1969	886245	2/17/1970
192	Standard Motor Products, Inc.	SELECT	U.S.	86560715	3/11/2015		
193	Standard Motor Products, Inc.	SELECT	U.S.	76462034	10/25/2002	2862050	7/13/2004
194	Standard Motor Products, Inc.	SMART SOLUTIONS FOR TODAY'S TECHNICIANS	U.S.	85131240	9/16/2010	4064474	11/29/2011
195	Standard Motor Products, Inc.	SMP	U.S.	77639951	12/24/2008	3745984	2/9/2010
196	Standard Motor Products, Inc.	SMP	U.S.	77639948	12/24/2008	3972274	6/7/2011
197	Standard Motor Products, Inc.	SMP STANDARD MOTOR PRODUCTS, INC	U.S.	77639949	12/24/2008	4051216	11/8/2011
198	Standard Motor Products, Inc.	STANDARD	U.S.	74475037	12/29/1993	1909811	8/8/1995
199	Standard Motor Products, Inc.	STANDARD	U.S.	74348663	1/15/1993	1871092	1/3/1995
200	Standard Motor Products, Inc.	STANDARD	U.S.	74348521	1/14/1993	1831074	4/19/1994
201	Standard Motor Products, Inc.	STANDARD	U.S.	72434664	9/5/1972	979893	3/5/1974
202	Standard Motor Products, Inc.	STANDARD PLUS	U.S.	74119211	11/29/1990	1742748	12/29/1992
203	Standard Motor Products, Inc.	STANDARD PLUS CLUB	U.S.	74497662	3/7/1994	1878161	2/7/1995
204	Standard Motor Products, Inc.	STANDARD PLUS CLUB	U.S.	74385021	4/30/1993	1856924	10/4/1994
205	Standard Motor Products, Inc.	SUPERMAG	U.S.	75651190	3/1/1999	2437981	3/27/2001
206	Standard Motor Products, Inc.	SURE-SPARK	U.S.	78758332	11/21/2005	3158316	10/17/2006

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No.	Owner	Trademark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
207	Standard Motor Products, Inc.	SWIRL FLEX	U.S.	73246762	1/18/1980	1167166	9/1/1981
208	Standard Motor Products, Inc.	SWIRL-COOL	U.S.	73246761	1/18/1980	1169190	9/15/1981
209	Standard Motor Products, Inc.	SWIRL-FLEX	U.S.	76447295	9/6/2002	2916898	1/11/2005
210	Standard Motor Products, Inc.	TECH EXPERT	U.S.	85723227	9/7/2012	4496385	3/11/2014
211	Standard Motor Products, Inc.	TECH SELECT	U.S.	76682602	10/1/2007	3673366	8/25/2009
212	Standard Motor Products, Inc.	TECH SMART	U.S.	77878687	11/23/2009	4088415	1/17/2012
213	Standard Motor Products, Inc.	THE DESLUGGER	U.S.	86333313	7/10/2014	4711211	3/31/2015
214	Standard Motor Products, Inc.	THE WIRE WIRE	U.S.	74050410	4/18/1990	1656606	9/10/1991
215	Standard Motor Products, Inc.	TORQFLO	U.S.	78169312	9/30/2002	2747392	8/5/2003
216	Standard Motor Products, Inc.	TRANSAVER	U.S.	73254417	3/17/1980	1186610	1/19/1982
217	Standard Motor Products, Inc.	TRANS-COOLER	U.S.	72387852	3/30/1971	932589	4/18/1972
218	Standard Motor Products, Inc.	TRUMARK	U.S.	74477643	1/10/1994	1981886	6/25/1996
219	Standard Motor Products, Inc.	T-SERIES	U.S.	85110583	8/18/2010	4040603	10/18/2011
220	Standard Motor Products, Inc.	ULTRA	U.S.	85445378	10/12/2011		
221	Standard Motor Products, Inc.	WHEN OE FAILS...TRUST BWD	U.S.	77594935	10/17/2008	3598461	3/31/2009
222	Standard Motor Products, Inc.	WHEN OE FAILS...TRUST STANDARD	U.S.	77595161	10/17/2008	3598462	3/31/2009
223	Standard Motor Products, Inc.	WIRED FOR LIFE	U.S.	85137329	9/24/2010	4047941	11/1/2011
224	Standard Motor Products, Inc.	YOUR AUTOMOTIVE PARTNER	U.S.	76639717	5/27/2005	3134460	8/22/2006
225	Standard Motor Products, Inc.	STANDARD	Venezuela	1862813	9/26/2013		

[Trademark Schedule]

Trademark Licenses:

To be determined on a post-closing basis in accordance with Section 5.15 of the Credit Agreement.