

01-14-2005

Form PTO-1595
(Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Brake Parts Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: 11/30/04

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

None.

B. Patent No.(s) _____

see attached Schedule 1-A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 280⁰⁰☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Andrea Conis

Name of Person Signing

Alons

Signature

1/4/05

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 016142 FRAME: 0168

SCHEDULE 1-A TO GRANT OF SECURITY INTERESTS

U.S. PATENTS

Title	Owner	App. No.	Patent No.
Control assembly for providing redundant control outputs for operating a parking brake system.	Brake Parts, Inc.	08/861,401	5,897,173
Mechanically actuated brake with automatic adjustment.	Brake Parts, Inc.	07/192,988	4,844,212
Hand held bleeder stroke tool.	Brake Parts, Inc.	08/145,783	5,381,662
Mechanically actuated brake with automatic adjustment.	Brake Parts, Inc.	07/572,195	5,085,296
Parking brake lever cable retainer.	Brake Parts, Inc.	07/782,858	5,142,935
Vehicle master brake cylinder assembly bleeding device.	Brake Parts, Inc.	07/087,661	4,800,725
Disk brake rotor with visual wear indicator.	Brake Parts, Inc.	09/791,570	6,457,566

SCHEDULE 1-B TO GRANT OF SECURITY INTERESTS

U.S. PATENT APPLICATIONS

None.

[[2452127]]
[[2452127]]

GRANT OF SECURITY INTEREST

PATENTS

THIS GRANT OF SECURITY INTEREST, dated as of November 30, 2004, is executed by BRAKE PARTS INC. ("the Guarantor"), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties, as defined in the Collateral Agreement.

A. Reference is made to the Guarantee and Collateral Agreement dated and effective as of November 30, 2004 (the "Collateral Agreement"), among Affinia Group Intermediate Holdings Inc., Affinia Group Inc., each other Subsidiary Loan Party identified therein and the Collateral Agent. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Collateral Agreement.

B. Schedule 1-A and Schedule 1-B hereof constitute a complete list, as of the date hereof, of patent registrations or patent applications filed in the Guarantor's name in the United States Patent and Trademark Office. After the date of the Collateral Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Guarantor shall inform the Collateral Agent, in accordance with the provisions of the Collateral Agreement, of any addition or change that is necessary to be made to Schedule 1-A or Schedule 1-B in order to maintain such schedule's completeness or accuracy.

C. The Guarantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of the Guarantor in and to the Patents, together with the goodwill of the business symbolized by the Patents and all proceeds thereof, including any and all causes of action that may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the payment or performance in full of the Obligations, as defined in the Collateral Agreement.

D. The Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Agreement.

The Secured Party's address is:

JPMorgan Chase Bank, N.A.
270 Park Avenue
New York, NY 10017

IN WITNESS WHEREOF, the Debtor has caused this instrument to be executed as of the day and year first above written.

BRAKE PARTS INC.

By:

_____

Name:

Title:

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST - PATENTS]

[[2452127]]

RECORDED: 01/14/2005

PATENT
REEL: 016142 FRAME: 0171