

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
AFFINIA GROUP INC.	01/14/2009
WIX FILTRATION CORP LLC	01/14/2009

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	7232522
Patent Number:	7232035
Patent Number:	7300486
Patent Number:	7303673
Patent Number:	RE40051
Patent Number:	7335300
Patent Number:	7341613
Patent Number:	7390126
Patent Number:	D574923
Patent Number:	7410575
Patent Number:	7413090
Patent Number:	7425227
Patent Number:	7435341
Application Number:	11564007

OP \$800.00 7232522

Application Number:	11626021
Application Number:	11626586
Application Number:	11735092
Application Number:	12013540
Application Number:	12139800
Application Number:	12192651

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34061
-------------------------	-------

NAME OF SUBMITTER:	Penelope J.A. Agodoa
--------------------	----------------------

Total Attachments: 7
source=34061#page1.tif
source=34061#page2.tif
source=34061#page3.tif
source=34061#page4.tif
source=34061#page5.tif
source=34061#page6.tif
source=34061#page7.tif

[EXECUTION COPY]

PATENT SECURITY AGREEMENT, dated as of January 14, 2009 (this "Agreement"), among AFFINIA GROUP INC. and WIX FILTRATION CORP LLC (each a "Grantor" and together the "Grantors"), 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.

Reference is made to the Guarantee and Collateral Agreement dated as of November 30, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Affinia Group Intermediate Holdings Inc., the Grantors, each other Subsidiary Loan Party identified therein and the Collateral Agent. The Lenders have agreed to extend credit to Affinia Group Inc. (the "Borrower") subject to the terms and conditions set forth in the Credit Agreement dated as of November 30, 2004 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

{3115497}

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[[311354597]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AFFINIA GROUP INC.,

by

Thomas H. Madden
Name: THOMAS H. MADDEN
Title: SR. VICE PRESIDENT

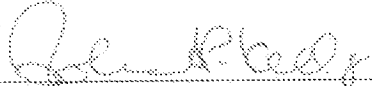
WIX FILTRATION CORP LLC,

by

Thomas H. Madden
Name: THOMAS H. MADDEN
Title: VICE PRESIDENT

11/11/97

JPMORGAN CHASE BANK, as
Collateral Agent.

by 
Name: ROBERT P. KELLAN
Title: EXECUTIVE DIRECTOR

Schedule I

I. Patents

Registered Owner	Type	Registration Number	Expiration Date
Wix Filtration Corp LLC	Self Locking Bowl Retainer for a Filter Can	7,232,522	4/13/2025
Wix Filtration Corp LLC	Liquid Filter With Directional	7,232,035	8/26/2024
Wix Filtration Corp LLC	Filter Elements Having Injection Molded Thermoplastic Seals and Methods of Making Same	7,300,486	9/5/2024
Wix Filtration Corp LLC	High-Pressure Spin-On Filter Assembly	17,303,673	9/15/2025
Wix Filtration Corp LLC	One-Piece Self-Venting Drain Valve	RE40,051	4/30/2022
Wix Filtration Corp LLC	Fluid Filter Element	7,335,300	6/15/2025
Wix Filtration Corp LLC	Filter Elements Having Injection Molded Thermoplastic Seals and Methods of Making Same	7,341,613	3/4/2024
Affinia Group Inc.	Zero Radial Play Idler Arm Bracket Bearing	7,390,126	7/22/2025
Wix Filtration Corp LLC	Filter Element	D574,923	8/12/2022
Wix Filtration Corp LLC	Fluid Filter and Cap Member	7,410,575	2/3/2024
Wix Filtration Corp LLC	Liquid Filter With Directional Fluid Insert	7,413,090	11/26/2023
Wix Filtration Corp LLC	Pleated Filter Element with Offset Emboss Pattern	7,425,227	3/26/2026
Wix Filtration Corp LLC	Pressure Relief Valve for Filter Assembly	7,435,341	5/27/2023

II. Patent Applications

Registered Owner	Type	Registration Number	Date Filed
Wix Filtration Corp LLC	Cross-Flow Filter Media and Filter Assembly	11/564,007	11/28/2006
Wix Filtration Corp LLC	Ion Exchange and Particulate Filter Assembly	11/626,021	1/23/2007
Wix Filtration Corp LLC	Filter Container, Assembly and Method for Manufacturing the Same	11/626,586	1/24/2007
Wix Filtration Corp LLC	Filter Element	11/735,092	4/13/2007
Wix Filtration Corp LLC	Fluid Filter Element	12/013,540	1/14/2008

[[3115497]]

Wix Filtration Corp LLC	Filter Element	12/139,800	6/16/2008
Wix Filtration Corp LLC	Filter	12/192,651	8/15/2008

III. Patent Licenses

None.

[[3:15497]]