

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
BRAKE PARTS INC.	08/13/2009

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as Noteholder Collateral Agent
Street Address:	50 South Sixth Street, Suite 1
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402-1544

Name:	Bank of America, N.A., as ABL Collateral Agent
Street Address:	2600 West Big Beaver Road
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	5085296
Patent Number:	5142935
Patent Number:	5381662
Patent Number:	5897173
Patent Number:	6457566

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

OP \$200.00 5085296

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:

34769

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 9
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This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 13, 2009, is made by BRAKE PARTS INC. (the "Grantor") in favor of WILMINGTON TRUST FSB, as noteholder collateral agent (including its successors and assigns, the "Noteholder Collateral Agent"), and BANK OF AMERICA, N.A, as collateral agent (including its successors and assigns, the "ABL Collateral Agent").

WHEREAS, the Grantor has entered into an Indenture dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Noteholder Credit Agreement"), with Wilmington Trust FSB, as Trustee and Noteholder Collateral Agent, Affinia Group Inc. (the "Company"), Affinia Group Intermediate Holdings Inc. ("Holdings") and the other subsidiaries party thereto; and

WHEREAS, in connection with the Noteholder Credit Agreement, the Grantor entered into the Collateral Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Noteholder Security Agreement") among the Company, Holdings, the other subsidiaries party thereto and the Noteholder Collateral Agent for the benefit of the Secured Parties (as defined therein)(the "Noteholder Secured Parties"); and

WHEREAS, the Grantor has entered into an ABL Credit Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among the Company, Holdings, the other subsidiaries of Holdings party thereto, the ABL Collateral Agent and the other Lenders party thereto, pursuant to which the Lenders have agreed to extend Loans to the Borrowers subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the ABL Credit Agreement, the Grantor entered into the U.S. Security Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Security Agreement", and together with the Noteholder Security Agreement, the "Security Agreements"), among the Company, Holdings, each other subsidiary of Holdings party thereto and the ABL Collateral Agent, for the benefit of the Secured Parties (as defined therein)(the "ABL Secured Parties"); and

WHEREAS, the Grantor entered into the Lien Subordination and Intercreditor Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the ABL Collateral Agent, the Noteholder Collateral Agent, the Company, Holdings and the other parties listed therein, pursuant to which the security interests in the Noteholder First Lien Collateral (as defined in the Intercreditor Agreement) granted for the benefit of the ABL Secured Parties are subordinated to the security interests in the Noteholder First Lien Collateral granted for the benefit of the Noteholder Secured Parties, on the terms and conditions stated in the Intercreditor Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 Agreements or the Intercreditor Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor, pursuant to the applicable Security Agreement, hereby grants to the Noteholder Collateral Agent for the ratable benefit of the Noteholder Secured Parties, and the ABL Collateral Agent for the ratable benefit of the ABL Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Patent Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Patent Collateral of or arising from any of the foregoing.

SECTION 3. Acknowledgement. The security interests granted to the Noteholder Collateral Agent and the ABL Collateral Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the Noteholder Collateral Agent and the ABL Collateral Agent pursuant to the applicable Security Agreement (and are subject to the terms and conditions of the Intercreditor Agreement). The Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholder Collateral Agent and the ABL Collateral Agent with respect to the Patent Collateral are more fully set forth in the applicable Security Agreement and the Intercreditor 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 Agreements, the terms of the Security Agreements shall govern.

SECTION 4. Intercreditor Agreement. The security interests created by this Agreement on the property described herein, granted to the ABL Collateral Agent for

the benefit of the ABL Secured Parties, are junior and subordinate to the security interests on such property created by this Agreement or any similar instrument now or hereafter granted to the Noteholder Collateral Agent in such property, in accordance with the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Recordation. The Grantor authorizes and requests that the United States Commissioner for Patents and the Canadian Intellectual Property Office record this Agreement.

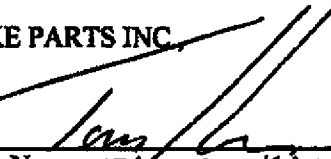
SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

BRAKE PARTS INC.

by


Name: THOMAS KACZYNSKI
Title: TREASURER

Signature page of the Patent Security Agreement with Brake Parts Inc.

WILMINGTON TRUST FSB, as
Noteholder Collateral Agent

by


Name: **Jane Schweiger**
Title: **Vice President**

Signature Page to Brake Parts Inc. Patent Security Agreement

PATENT
REEL: 023134 FRAME: 0946

BANK OF AMERICA, N.A. as
ABL Collateral Agent

by



Name: PHILIP DEBUSH
Title: VP

[Brake Parts Inc. Patent Security Agreement]

Schedule A

United States Patents and Patent applications

Title	Serial #	Filed Date	Patent #	Issue Date	Exp. Date
Mechanically Actuated Brake With Automatic Adjustment	07/572,195	8/23/1990	5,085,296	2/4/1992	8/23/2010
Parking Brake Lever Cable Retainer	07/782,858	10/25/1991	5,142,935	9/1/1992	10/25/2011
Hand-Held Bleeder Stroke Tool	08/145,783	10/29/1993	5,381,662	1/17/1995	10/29/2013
Control Assembly for Providing Redundant Control Outputs for Operating a Parking Brake System	08/861,401	5/21/1997	5,897,173	4/27/1999	5/21/2017
Disk Brake Rotor With Visual Wear Indicator	09/791,570	2/26/2001	6,457,566	10/1/2002	2/26/2021