

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
Affinia Canada ULC	08/13/2009
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Collateral Agent
Street Address:	2600 West Big Beaver Road
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5255762
CORRESPONDENCE DATA	
Fax Number:	(312)782-8585
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-269-4137
Email:	druckle@jonesday.com
Correspondent Name:	Danielle Ruckle
Address Line 1:	77 W Wacker Drive
Address Line 2:	Jones Day
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	739326-605008
NAME OF SUBMITTER:	Danielle Ruckle
<p>Total Attachments: 6 source=Affinia Canada Patent SA#page1.tif source=Affinia Canada Patent SA#page2.tif source=Affinia Canada Patent SA#page3.tif</p>	

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EXECUTION VERSION

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 AFFINIA CANADA ULC (the "Grantor") in favor of BANK OF AMERICA, N.A, as Collateral Agent (including its successors and assigns, the "Agent") for and on behalf of the Lenders (as such term is described below).

WHEREAS, the Grantor has entered into an ABL Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among, *inter alios*, Affinia Group Inc. ("Parent"), Affinia Canada Holdings Corp. ("Holdings"), the Grantor the other subsidiaries of Parent party thereto, the Agent and the parties thereto as lenders at any time or from time to time (the "Lenders"), pursuant to which the Lenders have agreed to extend loans and other financial accommodations to Holdings subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the ABL Credit Agreement, the Grantor has guaranteed the obligations of Holdings under the ABL Credit Agreement pursuant to the terms of a guarantee made on the date hereof by, *inter alios*, the Grantor in favour of the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee"); and

WHEREAS, in connection with the ABL Credit Agreement and the Guarantee, the Grantor entered into a general security agreement dated as of the date hereof among, *inter alios*, the Grantor, Holdings and the Agent for the benefit of the Secured Parties (as defined therein, the "Secured Beneficiaries") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GSA"); 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 GSA.

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

- (a) all patents and patent applications, including, without limitation, set forth in Schedule A hereto;
- (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 Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the GSA. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patent Collateral are more fully set forth in the GSA, 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 GSA, the terms of the GSA shall govern.

SECTION 4. No Waiver. No course of dealing between the Grantor and Agent or any Secured Beneficiary, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Secured Beneficiary, any right, power or privilege hereunder or under the GSA or any of the other Credit Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

SECTION 5. Concurrent Rights. All of Agent's rights and remedies with respect to the Patent Collateral, whether established by this Agreement, by the GSA or by any of the other Credit Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

SECTION 6. Severability. If any court of competent jurisdiction from which no appeal exists or is taken, determines any provision of this Agreement to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

SECTION 7. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and upon the successors and permitted assigns of the Grantor. The Grantor shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of the Agent pursuant to the terms of the Credit Agreement.

SECTION 8. 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 9. Recordation. The Grantor authorizes and requests that the Canadian Intellectual Property Office and the United States Commissioner for Patents record this Agreement.

SECTION 10. Governing Law. This Agreement shall be governed by, and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada application therein. To the fullest extent permitted by applicable law, the Grantor waives the right to trial by

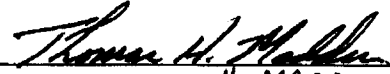
jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement.

[Signature Pages Follow]

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

AFFINIA CANADA ULC

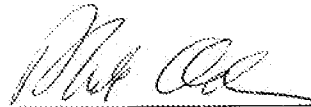
By:



Name: THOMAS H MADDEN

Title: TREASURER

BANK OF AMERICA, N.A, as Collateral
Agent

By: 
Name: PHILIP DEBUSH
Title: VP

Schedule A

Canadian Patents

Title	Serial #	Filed Date	Patent #	Issue Date	Expiration Date
Floating Lip Seal With Reinforced Flexible Portion	598,941	05/08/1989	1,337,608	11/21/1995	11/21/2012
Compression Pre-Loaded Ball and Socket Joint Assembly	2,154,211	07/19/1995	2,154,211	03/14/2006	07/19/2015
Non-Oscillating Socket Joint	2,154,210	07/19/1995	2,154,210	07/05/2005	07/19/2015
Bearing Socket Liner for Ball Joint	2,391,193	06/20/2002	2,391,193	08/26/2008	06/20/2022
Threaded Conversion Kit for Replacement Ball Joints	2,380,337	04/03/2002	2,380,337	07/29/2008	04/03/2022
Zero Racial Play Idler Arm Bracket Bearing	2,529,026	12/06/2005			12/06/2025

United States Patents

Title	Serial #	Filed Date	Patent #	Issue Date	Expiration Date
Brake Shoe Assembly With Fasteners	07/753,118	08/30/1991	5,255,762	10/26/1993	08/30/2011