

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																		
CONVEYING PARTY DATA																			
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<table border="1"> <tr> <td>Name:</td> <td>Bank of America, N.A., as Collateral Agent</td> </tr> <tr> <td>Street Address:</td> <td>2600 Big Beaver Road</td> </tr> <tr> <td>City:</td> <td>Troy</td> </tr> <tr> <td>State/Country:</td> <td>MICHIGAN</td> </tr> <tr> <td>Postal Code:</td> <td>48084</td> </tr> </table>		Name:	Bank of America, N.A., as Collateral Agent	Street Address:	2600 Big Beaver Road	City:	Troy	State/Country:	MICHIGAN	Postal Code:	48084								
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CORRESPONDENCE DATA																			
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CH \$320.00 12959740

Correspondent Name:	Beth D. Vogel, Esq.
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Address Line 4:	New York, NEW YORK 10017

NAME OF SUBMITTER:	Beth D. Vogel
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of November 30, 2012 (this "Agreement"), is made by BPI HOLDINGS INTERNATIONAL, INC., a Delaware corporation ("Holdings"), BRAKE PARTS INC LLC, a Delaware limited liability company (the "Company"), AFFINIA ACQUISITION LLC, a Delaware limited liability company ("Acquisition"), AFFINIA INDIA LLC, a Delaware limited liability company ("India" and together with Holdings, the Company and Acquisition, collectively, the "Grantors" and each a "Grantor"), in favor of BANK OF AMERICA, N.A., as the collateral agent (together with its successor(s) and assigns thereto in such capacity, the "Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors have entered into a Credit Agreement, dated as of November 30, 2012, with the financial institutions that are or may from time to time become parties thereto (the "Lenders") and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Agent and the Lenders have extended Commitments to make Loans, advances and other extensions of credit to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into a Security Agreement, dated as of November 30, 2012, with the Agent for the benefit of the Secured Parties (as defined therein) (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the following ("Patent Collateral"):

(a) the Patents (including each Patent and Patent application referred to on Schedule I);

(b) the right to sue third parties for past, present and future infringements of any Patent or Patent application; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Credit Document. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

BPI HOLDINGS INTERNATIONAL, INC.

By: Thomas H. Madden
Name: Thomas H. Madden
Title: Vice President

BRAKE PARTS INC LLC

By: Thomas H. Madden
Name: Thomas H. Madden
Title: Vice President

AFFINIA ACQUISITION LLC

By: Thomas H. Madden
Name: Thomas H. Madden
Title: Vice President

AFFINIA INDIA LLC

By: Thomas H. Madden
Name: Thomas H. Madden
Title: Vice President

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

By: Steven M. Siravo

Name: Steven M. Siravo

Title: Vice President

SCHEDULE I
to Patent Security Agreement

No.	Country	Title	Serial/Patent No.	File/Issue Date	Status	Expiration Date	Owner
1.	Brazil	Hybrid Brake Pad			Mailed	04/11/2031	Brake Parts Inc LLC
2.	Canada	Disk Brake Rotor	137666	06/09/2011	Issued	06/09/2021	Brake Parts Inc LLC
3.	Canada	Hybrid Brake Pad	N/A	04/11/2011	Mailed	04/11/2031	Brake Parts Inc LLC
4.	China	Disk Brake Rotor	ZL201030578752.9	10/19/2011	Issued	10/26/2020	Brake Parts Inc LLC
5.	China	Hybrid Brake Pad			Mailed	04/11/2031	Brake Parts Inc LLC
6.	China	Apparatus For Press Mounting Automobile Brake Disc Bearing Shell	ZL200820024013	03/18/2009	Issued	06/08/2018	Longkou Haimeng Machinery Co., Ltd.
7.	China	Automobile Brake Disk	ZL200820226989	09/16/2009	Issued	12/11/2018	Longkou Haimeng Machinery Co., Ltd.
8.	China	Automobile Brake Hub	ZL200820172706	09/16/2009	Issued	09/29/2018	Longkou Haimeng Machinery Co., Ltd.
9.	China	Bolt Press Mounting Apparatus For Automobile Brake Disk	ZL200820025258	04/01/2009	Issued	07/05/2018	Longkou Haimeng Machinery Co., Ltd.
10.	China	Combined Vehicle Brake Disc	ZL200820172704	06/24/2009	Issued	09/29/2018	Longkou Haimeng Machinery Co., Ltd.
11.	China	Heated Core Box For Casting Automobile Brake Disk Sand Core	ZL200820172705	06/24/2009	Issued	09/29/2018	Longkou Haimeng Machinery Co., Ltd.
12.	China	Sand Mold For Casting Heavy-Duty Automobile Brake Disk	ZL200820172707	06/24/2009	Issued	09/29/2018	Longkou Haimeng Machinery Co., Ltd.
13.	China	Water Level Pressure Automatic Controller For Water Tower	ZL201020598225	06/29/2011	Issued	10/30/2020	Longkou Haimeng Machinery Co., Ltd.
14.	European	Hybrid Brake Pad	EP 11715819.6	04/11/2011	Pending	04/11/2031	Brake Parts Inc LLC
15.	European	Disk Brake Rotor	001772625-0001	10/25/2010	Issued	10/25/2035	Brake Parts Inc LLC

No.	Country	Title	Serial/Patent No.	File/Issue Date	Status	Expiration Date	Owner
	Union (CTM)						
16.	Japan	Disk Brake Rotor	1413235	04/08/2011	Issued	04/08/2031	Brake Parts Inc LLC
17.	Japan	Hybrid Brake Pad			Mailed	04/11/2031	Brake Parts Inc LLC
18.	Mexico	Disk Brake Rotor	34725	11/11/2011	Issued	10/26/2025	Brake Parts Inc LLC
19.	Mexico	Hybrid Brake Pad	MX/a/2012/012933	11/7/2012	Pending	04/11/2031	Brake Parts Inc LLC
20.	United States	Brake Rotor	12/959,740	12/03/2010	Published	12/03/2030	Brake Parts Inc LLC
21.	United States	Control Assembly for Providing Redundant Control Outputs for Operating a Parking Brake System	5,897,173	04/27/1999	Issued	05/21/2017	Brake Parts Inc LLC
22.	United States	Disk Brake Rotor	D640,620	06/28/2011	Issued	06/28/2025	Brake Parts Inc LLC
23.	United States	Disk Brake Rotor With Visual Wear Indicator	6,457,566	10/01/2002	Issued	02/26/2021	Brake Parts Inc LLC
24.	United States	Hand-Held Bleeder Stroke Tool	5,381,662	01/17/1995	Issued	10/29/2013	Brake Parts Inc LLC
25.	United States	Hybrid Brake Pad	12/776,122	05/07/2010	Published	05/07/2030	Brake Parts Inc LLC
26.	WIPO	Brake Rotor	PCT/US2011/060534	11/14/2011	Published		Brake Parts Inc LLC
27.	WIPO	Hybrid Brake Pad	PCT/US2011/031907	04/11/2011	Published		Brake Parts Inc LLC