

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Wilmington Trust, National Association (as Noteholder Collateral Agent)</td> <td>11/30/2012</td> </tr> <tr> <td>Bank of America, N.A. (as Collateral Agent)</td> <td>11/30/2012</td> </tr> </tbody> </table>		Name	Execution Date	Wilmington Trust, National Association (as Noteholder Collateral Agent)	11/30/2012	Bank of America, N.A. (as Collateral Agent)	11/30/2012						
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Brake Parts Inc LLC</td> </tr> <tr> <td>Street Address:</td> <td>4400 Prime Parkway</td> </tr> <tr> <td>City:</td> <td>McHenry</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60050</td> </tr> </table>		Name:	Brake Parts Inc LLC	Street Address:	4400 Prime Parkway	City:	McHenry	State/Country:	ILLINOIS	Postal Code:	60050		
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PROPERTY NUMBERS Total: 5													
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CORRESPONDENCE DATA													
Fax Number: 2127557603 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (212) 326-3939 Email: NYTEF@JONESDAY.COM Correspondent Name: Beth D. Vogel, Esq. Address Line 1: 222 East 41st Street Address Line 2: Jones Day Address Line 4: New York, NEW YORK 10017													
ATTORNEY DOCKET NUMBER:	739326-605017												

CH \$200.00 5897173

NAME OF SUBMITTER:	Beth D. Vogel
	This document serves as an Oath/Declaration (37 CFR 1.63).
<p>Total Attachments: 6 source=Joint Patent Release#page1.tif source=Joint Patent Release#page2.tif source=Joint Patent Release#page3.tif source=Joint Patent Release#page4.tif source=Joint Patent Release#page5.tif source=Joint Patent Release#page6.tif</p>	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS**

TERMINATION AND RELEASE dated as of November 30, 2012 from WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor by merger to 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”, and together with the Noteholder Collateral Agent, the “Agents”) to BRAKE PARTS INC LLC (formerly BRAKE PARTS INC.) (“Obligor”).

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, dated as of August 13, 2009 (as amended and restated, supplemented or otherwise modified, the “Noteholder Security Agreement”), among Affinia Group Inc. (the “Company”), Affinia Group Intermediate Holdings Inc. (“Holdings”), each other subsidiary of Holdings party thereto and the Noteholder Collateral Agent for the benefit of the Secured Parties (as defined therein) (the “Noteholder Secured Parties”), a security interest (the “Noteholder Security Interest”) was granted by the Obligor to the Noteholder Secured Parties in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, pursuant to the U.S. Security Agreement, dated as of August 13, 2009 (as amended and restated, supplemented or otherwise modified, 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”), a security interest (the “ABL Security Interest”, and together with the Noteholder Security Interest, the “Security Interests”) was granted by the Obligor to the ABL Secured Parties in certain collateral, including the Patent Collateral;

WHEREAS, pursuant to that certain Patent Security Agreement dated as of August 13, 2009, among the Agents and Obligor (the “Patent Agreement”), Obligor, by reference to the Security Agreements, reaffirmed its intent to grant the Security Interests to the Agents, specifically in certain patents and related collateral, including without limitation, the Patent Collateral;

WHEREAS, the Patent Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on August 25, 2009, at Reel 023134 and Frame 0940; and

WHEREAS, the Agents now desire to terminate and release the entirety of their respective Security Interests in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agents hereby state as follows:

1. Definitions. The term "Patent Collateral," as used herein, shall mean all of the Obligor's right, title and interest in and to the following:

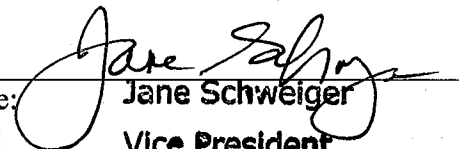
- a) the patents and patent applications set forth on Schedule A hereto (the "Patents");
- b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Obligor 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.

2. Release of Security Interest. Without recourse and without representation and warranty, the Agents hereby terminate, release and discharge their respective Security Interests in the Patent Collateral, and any right, title or interest of the Agents in the Patent Collateral shall hereby cease and become void.

3. Further Assurances. The Agents hereby agree to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION
as Noteholder Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President


[Signature Page to Termination and Release of Security Interest in Patent Rights]

PATENT
REEL: 029424 FRAME: 0005

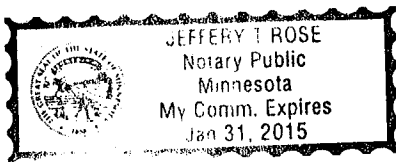
STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

SS.:

On this 29th day of November, 2012, before me personally appeared
Jane Schweiger to me known who, being by me duly sworn, did depose and say that
he/she is Vice President of WILMINGTON TRUST, NATIONAL ASSOCIATION,
described herein and which executed the foregoing instrument, and that he/she signed his/her
name thereto pursuant to the authority granted by WILMINGTON TRUST, NATIONAL
ASSOCIATION.


Notary Public

(Affix Seal Below)



[Signature Page to Acknowledgment - Termination and Release of Security Interest in Patent Rights]

PATENT
REEL: 029424 FRAME: 0006

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

By: Steve M. S.
Name: STEVEN M. S.
Title: VP

[Termination and Release (Patent Rights) – Signature Page]

Schedule A

U.S. Patent Applications

None.

U.S. Patents

Title	Serial/Patent No.	File/Issue Date
Control Assembly for Providing Redundant Control Outputs for Operating a Parking Brake System	5,897,173	04/27/1999
Disk Brake Rotor With Visual Wear Indicator	6,457,566	10/01/2002
Hand-Held Bleeder Stroke Tool	5,381,662	01/17/1995
Mechanically Actuated Brake with Automatic Adjustment	5,085,296	EXPIRED 8/23/2010
Parking Brake Lever Cable Retainer	5,142,935	EXPIRED 10/25/2011