

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.	04/25/2013

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	5466084
Patent Number:	5496125
Patent Number:	5522600
Patent Number:	5564853
Patent Number:	5607249
Patent Number:	5649779
Patent Number:	5672024
Patent Number:	5704727
Patent Number:	5713686
Patent Number:	5772337
Patent Number:	5866647
Patent Number:	5885022
Patent Number:	5904436
Patent Number:	5961219
Patent Number:	6019541

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Patent Number:	6042293
Patent Number:	6059480
Patent Number:	6102604
Patent Number:	6152637
Patent Number:	6164861
Patent Number:	6269545
Patent Number:	6298570
Patent Number:	6371682
Patent Number:	6384721
Patent Number:	6461267
Patent Number:	6505990
Patent Number:	6536779
Patent Number:	6550120
Patent Number:	6644671
Patent Number:	7390126
Application Number:	12141590

CORRESPONDENCE DATA

Fax Number: 2127557306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-326-3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Nathan J. Hoepfner, Esq.
Address Line 1: 222 East 41st Street
Address Line 2: Jones Day
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	739326-605019
NAME OF SUBMITTER:	Nathan J. Hoepfner
Signature:	/Nathan J. Hoepfner/
Date:	04/26/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5
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PATENT

REEL: 030295 FRAME: 0780

PATENT SECURITY AGREEMENT dated as of April 25, 2013 (this "Agreement"), between Affinia Group, Inc., a Delaware corporation (the "Grantor"), and Bank of America, N.A. ("Bank of America"), as Administrative Agent.

Reference is made to (a) the ABL Credit Agreement dated as of April 25, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Affinia Group Inc. (the "Company"), Affinia Group Intermediate Holdings Inc. ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the Lenders from time to time party thereto and Bank of America, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of April 25, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, Holdings, the Subsidiary Loan Parties from time to time party thereto and Bank of America, as Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Patents (including those listed on Schedule I hereto) now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which

shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[SIGNATURE PAGES FOLLOW]

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

AFFINIA GROUP INC.,
as Grantor

By: 

Name: Thomas Kaczynski
Title: Vice President, Treasurer

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

By: Steven M. Siravo
Name: Steven M. Siravo
Title: Vice President

SCHEDULE I

Patents

Registered Owner	Registration Number	Issue Date	Expiration
Affinia Group Inc.	5,466,084	11/14/1995	06/16/2014
Affinia Group Inc.	5,496,125	03/05/1996	07/20/2014
Affinia Group Inc.	5,522,600	06/04/1996	06/04/2013
Affinia Group Inc.	5,564,853	10/15/1996	10/15/2013
Affinia Group Inc.	5,607,249	03/04/1997	07/20/2014
Affinia Group Inc.	5,649,779	07/22/1997	04/26/2016
Affinia Group Inc.	5,672,024	09/30/1997	06/02/2015
Affinia Group Inc.	5,704,727	01/06/1998	10/31/2015
Affinia Group Inc.	5,713,686	02/03/1998	09/25/2015
Affinia Group Inc.	5,772,337	06/30/1998	05/01/2017
Affinia Group Inc.	5,866,647	02/02/1999	04/15/2014
Affinia Group Inc.	5,885,022	03/23/1999	07/15/2017
Affinia Group Inc.	5,904,436	05/18/1999	07/02/2017
Affinia Group Inc.	5,961,219	10/05/1999	03/13/2018
Affinia Group Inc.	6,019,541	02/01/2000	11/09/2018
Affinia Group Inc.	6,042,293	03/28/2000	03/31/2018
Affinia Group Inc.	6,059,480	05/09/2000	06/10/2018
Affinia Group Inc.	6,102,604	08/15/2000	04/02/2018
Affinia Group Inc.	6,152,637	11/28/2000	04/27/2018
Affinia Group Inc.	6,164,861	12/26/2000	03/13/2018
Affinia Group Inc.	6,269,545	08/07/2001	12/27/2019
Affinia Group Inc.	6,298,570	10/09/2001	12/22/2019
Affinia Group Inc.	6,371,682	04/16/2002	05/26/2020
Affinia Group Inc.	6,384,721	05/07/2002	01/31/2021
Affinia Group Inc.	6,461,267	10/08/2002	01/30/2021
Affinia Group Inc.	6,505,990	01/14/2003	06/22/2021
Affinia Group Inc.	6,536,779	03/25/2003	12/22/2019
Affinia Group Inc.	6,550,120	04/22/2003	04/05/2021
Affinia Group Inc.	6,644,671	11/11/2003	07/31/2021
Affinia Group Inc.	7,390,126	06/24/2008	07/22/2025

Patent Applications

Registered Owner	Application Number	Date Filed
Affinia Group Inc.	12/141,590	06/18/2008