

## 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:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN, 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
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

OP \$1240.00 5466084

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: 8668265420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

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:	CRS1-38628
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/22/2013

Total Attachments: 6

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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

AFFINIA GROUP INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) April 25, 2013

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: JPMORGAN CHASE BANK, N.A., as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 10 SOUTH DEARBORN, 7TH FLOOR

City: CHICAGO

State: IL

Country: USA Zip: 60603

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

PLEASE SEE ATTACHED SCHEDULE

B. Patent No.(s)

PLEASE SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD

Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

**6. Total number of applications and patents involved:** 31

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

April 25, 2013

Date

DongHwa Kim

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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

Reference is made to (a) the 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., as the Borrower, Affinia Group Intermediate Holdings Inc., the Lenders from time to time party thereto and JPMCB, 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 Borrower, Holdings, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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, each 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 such 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 such Grantor or in which such 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 the 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. Each 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

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Robert P. Kellas  
Name: Robert P. Kellas  
Title: Executive Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

## SCHEDULE I

### PATENTS OWNED BY AFFINIA GROUP INC.

#### *U.S. Patent Registrations*

<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
5,466,084	11/14/1995	06/16/2014
5,496,125	03/05/1996	07/20/2014
5,522,600	06/04/1996	06/04/2013
5,564,853	10/15/1996	10/15/2013
5,607,249	03/04/1997	07/20/2014
5,649,779	07/22/1997	04/26/2016
5,672,024	09/30/1997	06/02/2015
5,704,727	01/06/1998	10/31/2015
5,713,686	02/03/1998	09/25/2015
5,772,337	06/30/1998	05/01/2017
5,866,647	02/02/1999	04/15/2014
5,885,022	03/23/1999	07/15/2017
5,904,436	05/18/1999	07/02/2017
5,961,219	10/05/1999	03/13/2018
6,019,541	02/01/2000	11/09/2018
6,042,293	03/28/2000	03/31/2018
6,059,480	05/09/2000	06/10/2018
6,102,604	08/15/2000	04/02/2018
6,152,637	11/28/2000	04/27/2018
6,164,861	12/26/2000	03/13/2018
6,269,545	08/07/2001	12/27/2019
6,298,570	10/09/2001	12/22/2019
6,371,682	04/16/2002	05/26/2020
6,384,721	05/07/2002	01/31/2021
6,461,267	10/08/2002	01/30/2021
6,505,990	01/14/2003	06/22/2021
6,536,779	03/25/2003	12/22/2019
6,550,120	04/22/2003	04/05/2021
6,644,671	11/11/2003	07/31/2021
7,390,126	06/24/2008	07/22/2025

#### *U.S. Patent Applications*

<u>Serial No.</u>	<u>Filed date</u>	<u>Expiration Date</u>
12/141,590	06/18/2008	12/07/2024