

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3056861

|                                   |                                  |                       |
|-----------------------------------|----------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                   |                       |
| <b>NATURE OF CONVEYANCE:</b>      | ASSIGNMENT                       |                       |
| <b>CONVEYING PARTY DATA</b>       |                                  |                       |
| <b>Name</b>                       |                                  | <b>Execution Date</b> |
| AFFINIA GROUP INC.                |                                  | 05/01/2014            |
| <b>RECEIVING PARTY DATA</b>       |                                  |                       |
| <b>Name:</b>                      | FEDERAL-MOGUL CHASSIS LLC        |                       |
| <b>Street Address:</b>            | 27300 WEST 11 MILE ROAD          |                       |
| <b>Internal Address:</b>          | TOWER 300 (METRO OFFICE COMPLEX) |                       |
| <b>City:</b>                      | SOUTHFIELD                       |                       |
| <b>State/Country:</b>             | MICHIGAN                         |                       |
| <b>Postal Code:</b>               | 48034                            |                       |
| <b>PROPERTY NUMBERS Total: 28</b> |                                  |                       |
| <b>Property Type</b>              | <b>Number</b>                    |                       |
| Patent Number:                    | 5466084                          |                       |
| Patent Number:                    | 6102604                          |                       |
| Patent Number:                    | 6505990                          |                       |
| Patent Number:                    | 6042293                          |                       |
| Patent Number:                    | 6550120                          |                       |
| Patent Number:                    | 5961219                          |                       |
| Patent Number:                    | 6152637                          |                       |
| Patent Number:                    | 6164861                          |                       |
| Patent Number:                    | 6298570                          |                       |
| Patent Number:                    | 6269545                          |                       |
| Patent Number:                    | 6059480                          |                       |
| Patent Number:                    | 5496125                          |                       |
| Patent Number:                    | 5607249                          |                       |
| Patent Number:                    | 5904436                          |                       |
| Patent Number:                    | 6019541                          |                       |
| Patent Number:                    | 7390126                          |                       |
| Patent Number:                    | 8770846                          |                       |
| Patent Number:                    | 6371682                          |                       |
| Patent Number:                    | 5672024                          |                       |
| Patent Number:                    | 5885022                          |                       |
|                                   |                                  | <b>PATENT</b>         |

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 6461267 |
| Patent Number: | 6644671 |
| Patent Number: | 5866647 |
| Patent Number: | 6536779 |
| Patent Number: | 5649779 |
| Patent Number: | 5704727 |
| Patent Number: | 5713686 |
| Patent Number: | 5772337 |

#### CORRESPONDENCE DATA

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**ATTORNEY DOCKET NUMBER:** 710240-632

**NAME OF SUBMITTER:** ROBERT L. STEARNS

**SIGNATURE:** /Robert L. Stearns/

**DATE SIGNED:** 10/08/2014

#### Total Attachments: 4

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## GLOBAL PATENT ASSIGNMENT AGREEMENT

**THIS AGREEMENT** effective on May 1, 2014 by and between **Affinia Group Inc.**, a Delaware corporation (the "Assignor"), and **VCS Quest Acquisition LLC** (n/k/a Federal-Mogul Chassis LLC), a Delaware limited liability company (the "Assignee") (collectively the "Parties").

**WHEREAS**, the Parties entered into an Asset Purchase Agreement dated as of January 21, 2014 (the "APA"); and

**WHEREAS**, under the terms of the APA, Assignor has agreed to execute and deliver this Global Patent Assignment Agreement in connection with the patent applications and the patents listed on the attached Schedule A (collectively the "Patents").

**NOW THEREFORE**, for good and valuable consideration as set forth in the APA, the receipt and sufficiency of which are hereby acknowledged by Assignor, and in accordance with applicable law, the Parties hereby agree as follows:

**Assignment.** Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all of Assignor's right, title and interest in the Patents including all rights of priority claimed therein or thereto, all national filings, reexaminations, reissuances, continuations and extensions thereof, and the right to recover and take all such proceedings as may be necessary for the recovery of damages or other remedies in respect of all infringements of the Patents, whether committed before or after the date of this Assignment.

**Assignor's Representations and Warranties.** Assignor hereby represents and warrants that it has the legal right and authority to execute this Agreement; that it has not, and will not in the future, execute any other agreement that would conflict with the terms of this Agreement.

**Acceptance.** Assignee hereby accepts the assignment of Patents conveyed herein.

**Further Actions.** Assignor hereby agrees to execute any further agreements and to take any further actions reasonably necessary to aid Assignee in perfecting its interest in the Patents and in enforcing any and all protections or privileges deriving from the Patents.

**Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.


**Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**Conflict.** To the extent that there is any conflict between this Agreement and the APA, the provisions of the APA will control.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

Assignor:

Affinia Group Inc.


  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
David E. Sturgess

\_\_\_\_\_  
Senior Vice President and Secretary

Assignee:

VCS Quest Acquisition LLC

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Title

**SCHEDULE A**

| Country       | Application Date | Application No. | Grant Date | Patent No. | Title                                                                                                                |
|---------------|------------------|-----------------|------------|------------|----------------------------------------------------------------------------------------------------------------------|
| United States | 06/16/1994       | 08/260947       | 11/14/1995 | 5466084    | DUST BOOT RETAINER RING                                                                                              |
| United States | 04/02/1998       | 09/053976       | 08/15/2000 | 6102604    | BOOSED SEAL FOR A BALL AND SOCKET JOINT                                                                              |
| United States | 06/22/2001       | 09/887851       | 01/14/2003 | 6505990    | BEARING SOCKET LINER FOR BALL JOINT                                                                                  |
| United States | 03/31/1998       | 09/052186       | 03/28/2000 | 6042293    | LOW TORQUE BALL AND SOCKET JOINT ASSEMBLY                                                                            |
| United States | 04/05/2001       | 09/828063       | 04/22/2003 | 6550120    | THREADED CONVERSION KIT FOR REPLACEMENT BALL JOINTS                                                                  |
| United States | 03/13/1998       | 09/041651       | 10/05/1999 | 5961219    | SPLIT TAPERED BUSHING                                                                                                |
| United States | 04/27/1998       | 09/067368       | 11/28/2000 | 6152637    | INDEPENDENT WEAR INDICATOR ASSEMBLY FOR VEHICULAR STEERING KNUCKLES BALL AND SOCKET JOINTS AND OTHER SIMILAR DEVICES |
| United States | 03/13/1998       | 09/041906       | 12/26/2000 | 6164861    | BEARING SET FOR A BALL JOINT ASSEMBLY                                                                                |
| United States | 12/22/1999       | 09/470349       | 10/09/2001 | 6298570    | GAGE ASSEMBLY AND METHOD                                                                                             |
| United States | 12/27/1999       | 09/473260       | 08/07/2001 | 6269545    | GAGE ASSEMBLY AND METHOD                                                                                             |
| United States | 06/10/1998       | 09/095542       | 05/09/2000 | 6059480    | COMPOSITE STUD                                                                                                       |
| United States | 07/20/1994       | 08/277714       | 03/05/1996 | 5496125    | COMPRESSION PRE-LOADED BALL AND SOCKET JOINT ASSEMBLY                                                                |
| United States | 07/20/1994       | 08/277711       | 03/04/1997 | 5607249    | NON-OSCILLATING SOCKET JOINT                                                                                         |
| United States | 07/02/1997       | 08/886768       | 05/18/1999 | 5904436    | DRY WEDGE BALL AND SOCKET JOINT                                                                                      |
| United States | 11/09/1998       | 09/188841       | 02/01/2000 | 6019541    | RADIAL RING BEARING SET FOR BALL AND SOCKET JOINTS                                                                   |
| United States | 12/07/2004       | 11/006269       | 06/24/2008 | 7390126    | ZERO RADIAL PLAY IDLER ARM BRACKET BEARING                                                                           |
| United States | 06/18/2008       | 12/141590       | 07/08/2014 | 8770846    | ZERO RADIAL PLAY IDLER ARM BRACKET BEARING                                                                           |
| United States | 05/26/2000       | 09/579647       | 4/16/2002  | 6371682    | ANCHOR POST NON-ARTICULATING IDLER SOCKET JOINT                                                                      |
| United States | 06/02/1995       | 08/460445       | 09/30/1997 | 5672024    | PREPACKAGED BALL JOINT                                                                                               |

|               |            |           |            |         |                                                                            |
|---------------|------------|-----------|------------|---------|----------------------------------------------------------------------------|
| United States | 07/15/1997 | 08/893100 | 03/23/1999 | 5885022 | BALL JOINT WITH<br>POLYMER HOUSING                                         |
| United States | 01/30/2001 | 09/771683 | 10/08/2002 | 6461267 | ELECTRONICALLY<br>CONTROLLED AXLE<br>ASSEMBLY                              |
| United States | 06/05/2001 | 09/874951 | 11/11/2003 | 6644671 | HIGH ARTICULATION DUST<br>BOOT FOR BALL JOINT                              |
| United States | 12/19/1995 | 08/579036 | 02/02/1999 | 5866647 | POLYMERIC BASED<br>COMPOSITE BEARING                                       |
| United States | 12/22/1999 | 09/469801 | 03/25/2003 | 6536779 | SLEEVE DUST COVER                                                          |
| United States | 04/26/1996 | 08/638269 | 07/22/1997 | 5649779 | CONSTANT RADIAL LOAD<br>RING FOR DUST BOOT OF A<br>SOCKET JOINT ASSEMBLY   |
| United States | 10/31/1995 | 08/551086 | 01/06/1998 | 5704727 | BALL AND SOCKET JOINT<br>ASSEMBLY WITH SELF-<br>CENTERING RETAINER<br>RING |
| United States | 09/25/1995 | 08/533629 | 02/03/1998 | 5713686 | PREVAILING-TORQUE<br>ADJUSTING SLEEVE                                      |
| United States | 05/01/1997 | 08/847238 | 06/30/1998 | 5772337 | POLYWEDGE BEARING FOR<br>USE WITH BALL AND<br>SOCKET                       |