

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of security interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		08/24/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Federal Mogul World-Wide, Inc.
Street Address:	26555 Northwestern Highway
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48034
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1355344	OMEGA
Registration Number:	1364377	POST PLUS
Registration Number:	1438548	AUTO POWER

CORRESPONDENCE DATA	
Fax Number:	(248)641-0270
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(248) 641-1600
Email:	docketingtm@hdp.com
Correspondent Name:	Lisabeth H. Coakley
Address Line 1:	5445 Corporate Drive, Suite 400
Address Line 2:	Harness, Dickey & Pierce, P.L.C.
Address Line 4:	Troy, MICHIGAN 48098

ATTORNEY DOCKET NUMBER:	8470T-20099/99/100
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NAME OF SUBMITTER:	Jessica S. Sachs
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Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of August 24, 2004, from Wilmington Trust Company, a Delaware corporation having a place of business at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890 (the "Secured Party") to Federal Mogul World-Wide, Inc., a Michigan corporation having a place of business at 26555 Northwestern Highway, Southfield, Michigan 48034 (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to that certain security agreement between the Secured Party and the Borrower, dated December 29, 2000, a security interest (the "Security Interest") was granted by the Borrower to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on at Reel 2230, Frame 0495; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature in:

(a) the United States trademarks, service marks, trade names and brand names set forth on Schedule A attached hereto, including (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrower's business connected with and symbolized by the foregoing; and

2. Further Assurances: The Secured Party hereby agrees 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 COMPANY, *as Trustee*

By: *Suzanne J Mac Donald*
Name:
Title: SUZANNE J MAC DONALD
Vice President

509600-0261-08905-NY02.2186113.1

Schedule A

<u>Trademarks</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Renewal</u>
OMEGA DESIGN	US	1355344	20-Aug-05
POST PLUS	US	1364377	08-Oct-05
AUTO POWER	US	1438548	05-May-07

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STATE OF Delaware
COUNTY OF New Castle ss.:

On this 24 day of August, 2004, before me personally appeared Suzanne J. Mac Donell to me known who, being by me duly sworn, did depose and say that he is a Vice President of Wilmington Trust Company, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by Wilmington Trust Company.

Michele Lauren Centrella
Notary Public

MICHELE LAUREN CENTRELLA
Notary Public - Delaware
My Comm. Expires May 17, 2006

(Affix Seal Below)

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