

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BWDAC, Inc.	BWD Automotive Corp.	11/30/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Affinia Group Inc.		
Street Address:	1796 Indian Wood Circle		
City:	Maumee		
State/Country:	OHIO		
Postal Code:	43537		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1753073	LOCKWORKS	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2781		
Email:	LLevy@stblaw.com		
Correspondent Name:	Christopher Mitchell, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Christopher Mitchell		
Signature:	/cm/		
Date:	12/29/2004		

OP \$40.00 1753073

Total Attachments: 6

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ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION (this "*Assignment*"), dated as of November 30, 2004, is by and among Affinia Group Inc., a Delaware corporation ("*Purchaser*") and BWDAC, Inc. (formerly known as BWD Automotive Corp.), a Delaware corporation ("*BWD*").

WITNESSETH:

WHEREAS, pursuant to, and on the terms and subject to the conditions of, the Stock and Asset Purchase Agreement, dated as of July 8, 2004 (the "*Purchase Agreement*"), by and between Dana Corporation ("*Dana*"), BWD's parent company, and Purchaser, Dana has agreed to sell, assign, transfer, convey and deliver, or cause one or more of its Subsidiaries (other than an Acquired Company) to sell, assign, transfer, convey and deliver to Purchaser and its subsidiaries, and Purchaser has agreed to purchase, acquire and accept from Dana, all of Dana's respective right, title and interest in, to and under all of the Purchased Assets, and Purchaser has agreed to assume the Assumed Liabilities; and

WHEREAS, the Purchased Intellectual Property constitutes a portion of the Purchased Assets.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows (all capitalized terms herein shall have the same respective meanings as prescribed to them in the Purchase Agreement).

1. Effective as of the Closing and on the terms and subject to the conditions of the Purchase Agreement, (a) BWD hereby assigns, transfers, conveys and delivers to Purchaser, and (b) Purchaser hereby (i) accepts such assignment, transfer, conveyance and delivery of all of BWD's respective right, title and interest in, to and under the Purchased Intellectual Property including the Intellectual Property set forth on Schedule A hereto and (ii) assumes all of the Assumed Liabilities relating to, arising out of or resulting from the Purchased Intellectual Property including the Intellectual Property set forth on Schedule A hereto.

2. The respective rights of Dana, on the one hand, and Purchaser, on the other, with respect to the Purchased Intellectual Property and the related Assumed Liabilities shall be governed by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the parties agree that the Purchase Agreement shall control.

3. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

4. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

BWDAC, INC. (fka BWD AUTOMOTIVE CORP.)

By: *A. Glenn Paton*
Name: *A. Glenn Paton*
Title: *Vice President and Treasurer*

AFFINIA GROUP INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

BWDAC, Inc. (formerly known as BWD
AUTOMOTIVE CORP.)

By: _____
Name:
Title:

AFFINIA GROUP INC.

By: Susan J. Stewart
Name: Susan J. Stewart
Title: Assistant Secretary

Schedule A

Trademarks

Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date
LOCKWORKS	74163592	06-May-1991	1753073	16-Feb-1993

Copyrights

Copyrights	Appl. No.	Filing Date	Reg. No.	Reg. Date
COPYRIGHT - NEW AND REMANUFACTURED CLUTCHES FOR PASSENGER CARS & LIGHT TRUCKS, INCLUDING POPULAR 13" COVERAGE			TX2752351	13-Mar-1990