

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
Affinia Group Inc.		05/05/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Perfection Hy-Test Company		
Street Address:	100 Perfection Way		
City:	Timmonsville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29161		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2891258	BRUTE POWER	
Registration Number:	2823527	SUPER-BRUTE	
CORRESPONDENCE DATA			
Fax Number:	(248)566-8533		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2485668532		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	38500 Woodward Ave, Suite 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5048		
ATTORNEY DOCKET NUMBER:	215407-95502/95496		
NAME OF SUBMITTER:	Jennifer Sheehan Anderson		
Signature:	/Jennifer Sheehan Anderson/		
Date:	06/23/2006		

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Total Attachments: 2

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ASSIGNMENT AGREEMENT

By this ASSIGNMENT AGREEMENT ("Agreement"), effective as of MAY 5, 2006 (the "Effective Date"), AFFINIA GROUP INC., a corporation organized under the laws of the State of Delaware, with an address at 1101 Technology Drive Suite 100, Ann Arbor, MI 48108 at ("Assignor"), assigns to PERFECTION HY-TEST COMPANY, a corporation organized under the laws of the State of Delaware with an address at 100 Perfection Way, Timmonsville, South Carolina 29161 ("Assignee") all of its right, title, and interest in and to the following (collectively, the "Trademark Rights"):

U.S. Trademark Registration No. 2,891,258 issued on October 5, 2004 for the mark "BRUTE POWER" for use with clutches for use in land vehicles, in International Class 12.

U.S. Trademark Registration No. 2,823,527 issued on March 16, 2004 for the mark "SUPER-BRUTE" for use with clutches for use in land vehicles, in International Class 12.

Any and all rights and privileges provided under the trademark and other laws of the U.S., the individual states thereof and any other jurisdiction anywhere in the world, any and all GOODWILL of the business in which the mark may have been used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof.

Subject to receipt of payment of \$102,000.00 from Assignee, Assignor DOES HEREBY assign, grant, convey, sell and transfer to Assignee, its entire right, title, and interest in and to the Trademark Rights as described above.

Assignor represents and warrants to Assignee that (i) Assignor owns all right, title and interest in and to the Trademark Rights and is transferring the Trademark Rights to Assignee free and clear of all liens, claims and other encumbrances, and (ii) to Assignor's knowledge, the Trademark Rights do not infringe upon or violate the trademark, service mark, copyright or other intellectual property rights of any third party.

Assignor retains and reserves the right to use and register the mark "BRUTE" *per se* or in combination with other terms for use in connection with land vehicle parts other than clutches, including, without limitation, with brakes, and Trademark Rights do not include such rights.

Assignee acknowledges and agrees not to object to or challenge Assignor's applications, registrations, and/or uses of the mark "BRUTE" *per se* or in combination with other terms for use in connection with land vehicle parts other than clutches, including, without limitation, with brakes.

Assignee agrees not to register and/or use the Trademark Rights other than for clutches for land vehicles.

Assignor agrees not to register and/or use the mark "BRUTE" *per se* or in combination with other terms in connection with clutches for land vehicles.

Assignee and Assignor shall, without further consideration, execute any additional documents, including consents or coexistence agreements, that may be reasonably requested by the other party and that are consistent with the terms of this Agreement.

Except as expressly provided herein, the Trademark License Agreement executed on June 30, 2003 between Affinia Group Inc., successor in interest to Dana Corporation, and Perfection Hy-Test Company shall terminate automatically as of the Effective Date.

Notwithstanding the above, Assignee shall remit to Assignor within 30 days of the Effective Date all final payments and reports required under Article III of the Trademark License Agreement, which shall constitute payment in full of all royalties due to Assignor under the Trademark License Agreement, provided that Assignee shall be entitled to continue to claim deductions against royalties paid under the Trademark License Agreement for one (1) year following the Effective Date in accordance with Article IIIE of the Trademark License Agreement. Both Assignor and Assignee further agree that they shall be entitled to all rights and bound by all obligations under the Trademark License Agreement that by their nature are intended to survive termination of the Trademark License Agreement.

This Agreement and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective representatives, successors and assigns.

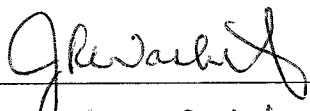
Subject to the foregoing, Assignee hereby releases Assignor and its directors, officers, employees, representatives, successors and assigns from any and all claims, causes of action or demands existing as of the Effective Date of this Assignment Agreement that are known to Assignee as of the Effective Date and arising from or under or relating to the Trademark License Agreement, the Trademark Rights or registration of the Trademark Rights.

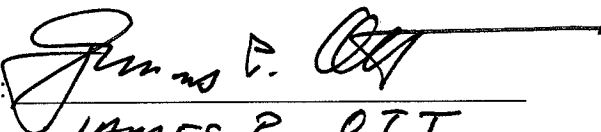
Subject to the foregoing, Assignor hereby releases Assignee and its directors, officers, employees, representatives, successors and assigns from any and all claims, causes of action or demands existing as of the Effective Date of this Assignment Agreement that are known to Assignor as of the Effective Date and arising from or under or relating to the Trademark License Agreement, the Trademark Rights or registration of the Trademark Rights, including, without limitation, any obligations to make any further royalty payments under the Trademark License Agreement other than those payments specifically referred to herein.

EXECUTED as of the 5 day of MAY, 2006.

AFFINIA GROUP INC.

PERFECTION HY-TEST COMPANY

By: 
JOHN R. WASHBUSH

By: 
JAMES P. OTT