

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Federal-Mogul World Wide, Inc.		12/27/2007	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	Citibank, N.A. as Collateral Trustee
Street Address:	388 Greenwich Street, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 186

Property Type	Number	Word Mark
Registration Number:	0092950	CHAMPION
Registration Number:	0120167	CHAMPION
Registration Number:	0120950	CHAMPION
Registration Number:	0158402	CHAMPION X
Registration Number:	0180945	LOCKHEED
Registration Number:	0253474	LOCKHEED
Registration Number:	0258572	LOCKHEED
Registration Number:	0280405	CHAMPION
Registration Number:	0303861	SEALED POWER
Registration Number:	0322520	
Registration Number:	0362651	AMERICAN BRAKEBLOK
Registration Number:	0365051	21
Registration Number:	0365052	
Registration Number:	0380020	SEALED POWER

CH \$4665.00 0092950

Registration Number:	0384700	ABEX
Registration Number:	0501835	CORDLITE
Registration Number:	0508805	MCCORD
Registration Number:	0511779	MOOG
Registration Number:	0516464	AMERICAN BRAKEBLOK
Registration Number:	0546878	KARROPAK TAN FIBRE
Registration Number:	0665741	AMERICAN BRAKEBLOK
Registration Number:	0667747	NATIONAL
Registration Number:	0668050	NATIONAL
Registration Number:	0699638	WAGNER LOCKHEED
Registration Number:	0702403	POWERFORGED
Registration Number:	0708269	
Registration Number:	0711858	FEL-COPRENE
Registration Number:	0715388	ZIP-KIT
Registration Number:	0723003	EIS
Registration Number:	0800649	PRECISION
Registration Number:	0825760	STOPPER
Registration Number:	0829058	
Registration Number:	0841913	LOCKHEED
Registration Number:	0863753	FELCO-BOND
Registration Number:	0881149	FM
Registration Number:	0882450	FM
Registration Number:	0886221	ANCO
Registration Number:	0890065	S
Registration Number:	0928232	FEDERAL MOGUL
Registration Number:	0951367	FEL-PRO
Registration Number:	0956450	SPEED PRO
Registration Number:	0960897	PRINTOSEAL
Registration Number:	0967477	
Registration Number:	0988779	MOOG
Registration Number:	0989525	CHAMPION
Registration Number:	1006563	THE STOP BOX
Registration Number:	1018835	PERMATORQUE
Registration Number:	1045920	FEL-PRO
Registration Number:	1049939	ANCO

Registration Number:	1050069	ANCO
Registration Number:	1059135	QUARTZRAY
Registration Number:	1066058	FEL-PRO
Registration Number:	1066518	FEL-PRO
Registration Number:	1074888	SEALED POWER
Registration Number:	1079309	POWER PATH
Registration Number:	1100681	ANCO
Registration Number:	1126073	"WHERE SEALING IS A SCIENCE"
Registration Number:	1129263	SLEEVE 'N' SEAL
Registration Number:	1146635	CARGO COIL
Registration Number:	1175148	FEL-RAMIC
Registration Number:	1188412	
Registration Number:	1191548	IT'S WISE TO FLY CHAMPION
Registration Number:	1226653	CORK-LAM
Registration Number:	1240879	SEALED POWER
Registration Number:	1245482	CHAMPION
Registration Number:	1255128	COPPER PLUS
Registration Number:	1275173	
Registration Number:	1307664	CARTER
Registration Number:	1359210	BLUE STRIPE
Registration Number:	1434497	
Registration Number:	1434498	
Registration Number:	1445147	
Registration Number:	1452127	FELGRAPHIC
Registration Number:	1454216	TECHNIQUES
Registration Number:	1476283	COUNTERLINK
Registration Number:	1479590	SERVICELINK
Registration Number:	1489241	
Registration Number:	1495770	FIT
Registration Number:	1500980	AUBURN
Registration Number:	1513337	ZX
Registration Number:	1527797	SPITFIRE
Registration Number:	1532801	CHAMPION
Registration Number:	1547972	AUBURN
Registration Number:	1551606	CHAMPION

Registration Number:	1551621	CHAMPION
Registration Number:	1582452	AEROVANTAGE
Registration Number:	1585294	DEVA
Registration Number:	1594041	ZANXX
Registration Number:	1594042	ZANXX
Registration Number:	1604221	EMP
Registration Number:	1624440	
Registration Number:	1625657	AUTO DRIVE
Registration Number:	1629815	HEADSAVER
Registration Number:	1654276	UNIPISTON
Registration Number:	1658813	FEDERAL MOGUL
Registration Number:	1668425	
Registration Number:	1669248	FEDERAL MOGUL
Registration Number:	1672542	FEDERAL MOGUL
Registration Number:	1677628	PERMA-DRY
Registration Number:	1681194	MCCORD
Registration Number:	1703285	PRO-RAMIC
Registration Number:	1778943	REDI-SEAL
Registration Number:	1797828	NATIONAL
Registration Number:	1799352	FEDERAL MOGUL
Registration Number:	1802103	
Registration Number:	1812690	ENGINE\$AVER
Registration Number:	1813615	TUFF COIL VARIABLE RATE SPRINGS
Registration Number:	1813616	CONTROL COIL VARIABLE RATE SPRINGS
Registration Number:	1939121	LOC WIRE
Registration Number:	1988096	POWERPATH
Registration Number:	1990845	CHAMPION
Registration Number:	1990846	CHAMPION
Registration Number:	1999860	HALOGENGOLD
Registration Number:	2009020	NOTCHBLOK
Registration Number:	2048683	
Registration Number:	2066498	ENGINE SEAL GASKETS
Registration Number:	2080596	WAGNER
Registration Number:	2116083	PERMADRYPLUS
Registration Number:	2159331	PREMIER

Registration Number:	2213522	
Registration Number:	2216139	WAGNER
Registration Number:	2222541	TREAD SAVER
Registration Number:	2222553	TREAD SAVER
Registration Number:	2327682	WAGNER BRAKE PRODUCTS
Registration Number:	2383053	POWER SPORT
Registration Number:	2500997	QUICKSTOP
Registration Number:	2516045	DEVATEX
Registration Number:	2526240	PHILLIPS GASKET
Registration Number:	2742167	MOOG CHASSIS PARTS
Registration Number:	2747805	HYDROCLEAR
Registration Number:	2877129	SUPER STRENGTH
Registration Number:	2912760	MOOG CHASSIS PARTS
Registration Number:	2473480	DURA KLEAR
Registration Number:	2932642	ENGINE EXPRESS
Registration Number:	2773160	SEALED POWER
Registration Number:	2545412	KWIK CONNECT
Registration Number:	0306126	SEALED POWER
Registration Number:	2774754	SEALED POWER
Registration Number:	2773161	FP DIESEL
Registration Number:	2835887	SPEED PRO
Registration Number:	2937054	ENGINE EXPRESS
Registration Number:	2603202	MOTOR CITY
Registration Number:	2748226	AEROVANTAGE
Registration Number:	2759729	MONOSTEEL
Registration Number:	2569946	THERMO QUIET
Registration Number:	3064389	THERMOQUIET
Registration Number:	2620693	THE CLEAREST CHOICE
Registration Number:	2648895	SEALED POWER
Registration Number:	2597999	ANCO
Registration Number:	2656064	FP DIESEL
Registration Number:	2639001	
Registration Number:	2639000	SPEED PRO
Registration Number:	2620814	THE PROBLEM SOLVER
Registration Number:	2799940	NATIONAL

Registration Number:	3044815	NYLOGARD
Registration Number:	3277937	CONTOUR
Registration Number:	3162317	RAINY DAY
Registration Number:	3179554	SOLID SEAL
Registration Number:	3082028	REFLECTSHIELD
Registration Number:	2826957	SPEED PRO
Serial Number:	77217975	HARNASLEEVE
Registration Number:	2991626	LAZERBLUE
Registration Number:	2958804	TRUCK PLUG
Registration Number:	3101603	MAX PROTECTION MAX POWER
Registration Number:	2926085	
Registration Number:	2926086	
Registration Number:	3009681	POWERMAX SPARK PLUG WIRE
Registration Number:	2968582	TQ
Registration Number:	3072928	LAZERBLUE
Registration Number:	3248912	TRUVIEW
Registration Number:	2791461	FLEXTROUGH
Registration Number:	2860091	MICRO SHIELD
Registration Number:	3249911	FLATWRAP
Registration Number:	3230693	QUIETSHIELD
Registration Number:	2810013	NATIONAL
Registration Number:	3149436	POWERMAX
Registration Number:	3019814	SNAP-UPS
Registration Number:	3343746	FM DIRECT
Registration Number:	3019812	HYDROCLEAR
Registration Number:	2936287	STAINLESS STEEL MARINE
Registration Number:	3089958	PREMIER
Registration Number:	2577038	GUARANTEED QUIET QMX
Registration Number:	2844316	NATIONAL HUB ASSEMBLIES
Registration Number:	3043018	QMX
Registration Number:	3264510	O.E. FIT AND FORM ASSURANCE
Registration Number:	2844304	NATIONAL HUB ASSEMBLIES

CORRESPONDENCE DATA

Fax Number: (214)981-3400

TRADEMARK
REEL: 003688 FRAME: 0608

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

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	21202-30020
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	01/03/2008

Total Attachments: 14

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**CONFIRMATORY GRANT OF SECURITY INTERESTS
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (the “**Confirmatory Grant**”) is made effective as of December 27, 2007 by and from Federal-Mogul World Wide, Inc., a Michigan corporation (the “**Grantor**”), to and in favor of Citibank, N.A. (the “**Collateral Trustee**”), not individually but solely as Collateral Trustee (as defined in the Collateral Agreement referenced below).

WHEREAS, Federal-Mogul Corporation, a Delaware corporation (the “**Borrower**”), is concurrently herewith entering into a Term Loan and Revolving Credit Agreement dated as of December 27, 2007 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “**Exit Credit Agreement**”) by and among the Borrower, the financial institutions party thereto and Citicorp USA, Inc., as administrative agent (in such capacity, the “**Exit Administrative Agent**”), to enable the Borrower and certain of its subsidiaries to consummate their plan of reorganization pursuant to Chapter 11 of Title 11 of the United States Code (the “**Reorganization Plan**”), pursuant to which the financial institutions party thereto have agreed to make loans and extend other financial accommodations to the Borrower on and after the date hereof; and

WHEREAS, in order to consummate the Reorganization Plan, the Borrower is concurrently herewith entering into a Tranche A Term Loan Agreement dated as of December 27, 2007 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “**Tranche A Agreement**”) by and among the Borrower, the financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “**Tranche A Administrative Agent**”), pursuant to which such financial institutions will be deemed to have made term loans on the date hereof to the Borrower in the aggregate principal amount of \$1,334,590,863.33; and

WHEREAS, in order to consummate the Reorganization Plan, the Borrower and certain of its subsidiaries (including the Grantor) are, concurrently herewith entering into an indenture dated as of December 27, 2007 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “**PIK Indenture**”; together with the Exit Credit Agreement and the Tranche A Agreement, the “**Exit Facilities**”) by and among the Borrower, certain of its subsidiaries, as guarantors, and U.S. Bank National Association, as trustee (in such capacity, the “**PIK Trustee**”), pursuant to which the Borrower shall issue on the date hereof Senior Subordinated Third Priority Secured Notes due 2018 in an original principal amount of \$305,236,000; and

WHEREAS, the Borrower, the Grantor and certain other subsidiaries of the Borrower have entered into a Collateral Agreement dated as of December 27, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) in favor of the Collateral Trustee, pursuant to which (i) the Borrower will grant first, second and third priority security interests in its assets to secure its obligations under the Exit Facilities and (ii) certain subsidiaries of the Borrower (including the Grantor) will grant first, second and third priority security interests in their assets to secure their respective guarantees of the Borrower’s obligations under the Exit Facilities; and

WHEREAS, the relative priorities of the security interests described above are governed by the terms of (i) the Collateral Agreement, (ii) that certain Intercreditor Agreement dated as of December 27, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) by and among the Exit Administrative Agent, the Tranche A Administrative Agent, the PIK Trustee, the Collateral Trustee, the Borrower, certain subsidiaries of the Borrower (including the Grantor) and the other parties thereto and (iii) that certain Collateral Trust Agreement dated as of December 27, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Trust Agreement**”) by and among the Borrower, certain subsidiaries of the Borrower (including the Grantor) and the Collateral Trustee; and

WHEREAS, the Grantor owns the trademarks (the “**Trademarks**”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

2) The Security Interests.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) the First Priority Obligations, (ii) the Second Priority Obligations and (iii) the Third Priority Obligations, each of which constitute a separate and distinct class of secured obligations (collectively, the “**Secured Obligations**”). Upon the payment in full of all of the Secured Obligations (other than contingent indemnification obligations), the Collateral Trustee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Collateral Trustee, to secure the First Priority Obligations, a first priority security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

(c) The Grantor hereby grants to the Collateral Trustee, to secure the Second Priority Obligations, a second priority security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

(d) The Grantor hereby grants to the Collateral Trustee, to secure the Third Priority Obligations, a third priority security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

(e) The foregoing security interests are granted in conjunction with the security interests granted by the Grantor to the Collateral Trustee pursuant to the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interests granted herein are without prejudice to and are in addition to those set forth in the

Collateral Agreement, the Intercreditor Agreement and the Collateral Trust Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Collateral Agreement, the Intercreditor Agreement or the Collateral Trust Agreement, the provisions of such other documents shall govern.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interests effective as of the date first written above.

IN WITNESS WHEREOF, the Grantor has executed these Confirmatory Grants of Security Interests effective as of the date first written above.

FEDERAL-MOGUL WORLD WIDE, INC.

By: David A. Boyd.
Name:
Title:

[Signature Page to Confirmatory Grant of Security Interest in United States Trademarks, Federal-Mogul World Wide, Inc.]

Acknowledged:

Citibank N.A.,
as Collateral Trustee

By: 

Name: **Shane V. Azzara**
Title: **Director**

[Signature Page to Confirmatory Grant of Security Interest in United States Trademarks, Federal-
Mogul World Wide, Inc.]

FEDERAL-MOGUL WORLD WIDE, INC.
U.S. TRADEMARKS

EXHIBIT A: FEDERAL-MOGUL WORLD WIDE, INC.

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
CHAMPION	71070053	4/25/1913	92950	8/12/1913	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	71103011	4/16/1917	120167	1/15/1918	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	71103012	4/16/1917	120950	3/19/1918	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION X	71160924	3/20/1922	158402	9/5/1922	FEDERAL-MOGUL WORLD WIDE, INC.
LOCKHEED	71184941	8/24/1923	180945	3/11/1924	FEDERAL-MOGUL WORLD WIDE, INC.
LOCKHEED	71270593	8/4/1928	253474	2/26/1929	FEDERAL-MOGUL WORLD WIDE, INC.
LOCKHEED	71277040	12/21/1928	258572	7/9/1929	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	71302316	6/11/1930	280405	2/17/1931	FEDERAL-MOGUL WORLD WIDE, INC.
SEALED POWER	71323714	2/1/1932	303861	6/13/1933	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	71353816	7/12/1934	322520	3/12/1935	FEDERAL-MOGUL WORLD WIDE, INC.
AMERICAN BRAKEBLOK	71403293	2/23/1938	362651	11/22/1938	FEDERAL-MOGUL WORLD WIDE, INC.
21	71411141	9/30/1938	365051	2/21/1939	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	71411142	9/30/1938	365052	2/21/1939	FEDERAL-MOGUL WORLD WIDE, INC.
SEALED POWER	71427876	1/26/1940	380020	8/6/1940	FEDERAL-MOGUL WORLD WIDE, INC.
ABEX	71436369	9/26/1940	384700	1/28/1941	FEDERAL-MOGUL WORLD WIDE, INC.
CORDLITE	71532679	8/28/1947	501835	8/24/1948	FEDERAL-MOGUL WORLD WIDE, INC.
MCCORD	71547745	1/22/1948	508805	4/19/1949	FEDERAL-MOGUL WORLD WIDE, INC.
MOOG	71531045	8/11/1947	511779	7/5/1949	FEDERAL-MOGUL WORLD WIDE, INC.
AMERICAN BRAKEBLOK	71547215	1/16/1948	516464	10/18/1949	FEDERAL-MOGUL WORLD WIDE, INC.
KARROPAK TAN FIBRE	71591472	1/26/1950	546878	8/21/1951	FEDERAL-MOGUL WORLD WIDE, INC.
AMERICAN BRAKEBLOK	72032656	6/26/1957	665741	8/12/1958	FEDERAL-MOGUL WORLD WIDE, INC.
NATIONAL	72039798	10/30/1957	667747	9/30/1958	FEDERAL-MOGUL WORLD WIDE, INC.
NATIONAL	72039797	10/30/1957	668050	10/07/1958	FEDERAL-MOGUL WORLD WIDE, INC.
WAGNER LOCKHEED	72058967	9/15/1958	699638	6/21/1960	FEDERAL-MOGUL WORLD WIDE, INC.

U.S. TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
POWERFORGED	72048370	3/24/1958	702403	8/2/1960	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	72090376	2/4/1960	708269	12/13/1960	FEDERAL-MOGUL WORLD WIDE, INC.
FEL-COPRENE	72100357	7/6/1960	711858	2/28/1961	FEDERAL-MOGUL WORLD WIDE, INC.
ZIP-KIT	72070634	4/1/1959	715388	5/16/1961	FEDERAL-MOGUL WORLD WIDE, INC.
EIS	72111658	1/11/1961	723003	10/24/1961	FEDERAL-MOGUL WORLD WIDE, INC.
PRECISION	72211308	2/3/1965	800649	12/21/1965	FEDERAL-MOGUL WORLD WIDE, INC.
STOPPER	72255757	10/5/1966	825760	3/14/1967	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	72227492	9/9/1965	829058	5/23/1967	FEDERAL-MOGUL WORLD WIDE, INC.
LOCKHEED	72195028	6/5/1964	841913	1/9/1968	FEDERAL-MOGUL WORLD WIDE, INC.
FELCO-BOND	72278097	8/11/1967	863753	1/21/1969	FEDERAL-MOGUL WORLD WIDE, INC.
FM	72309856	10/17/1968	881149	11/25/1969	FEDERAL-MOGUL WORLD WIDE, INC.
FM	72309857	10/17/1968	882450	11/25/1969	FEDERAL-MOGUL WORLD WIDE, INC.
ANCO	72330574	6/20/1969	886221	2/17/1970	FEDERAL-MOGUL WORLD WIDE, INC.
S	72334570	8/6/1969	890065	4/28/1970	FEDERAL-MOGUL WORLD WIDE, INC.
FEDERAL MOGUL	72342737	11/5/1969	928232	2/1/1972	FEDERAL-MOGUL WORLD WIDE, INC.
FEL-PRO	72405340	10/18/1971	951367	1/23/1973	FEDERAL-MOGUL WORLD WIDE, INC.
SPEED PRO	72392809	5/21/1971	956450	4/3/1973	FEDERAL-MOGUL WORLD WIDE, INC.
PRINTOSEAL	72413623	1/24/1972	960897	6/12/1973	FEDERAL-MOGUL WORLD WIDE, INC.
PRECISION CROSS (<i>DESIGN ONLY</i>)	72422592	4/27/1972	967477	9/4/1973	FEDERAL-MOGUL WORLD WIDE, INC.
MOOG	72429121	7/3/1972	988779	7/23/1974	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	72459954	6/11/1973	989525	7/30/1974	FEDERAL-MOGUL WORLD WIDE, INC.
THE STOP BOX	72462278	7/5/1973	1006563	3/11/1975	FEDERAL-MOGUL WORLD WIDE, INC.
PERMATORQUE	73039310	12/11/1974	1018835	8/26/1975	FEDERAL-MOGUL WORLD WIDE, INC.
FEL-PRO	73069632	11/20/1975	1045920	8/10/1976	FEDERAL-MOGUL WORLD WIDE, INC.
ANCO	73071494	12/11/1975	1049939	10/12/1976	FEDERAL-MOGUL WORLD WIDE, INC.*** <i>(not currently</i>

U.S. TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
					in ww's name)
ANCO	73071495	12/11/1975	1050069	10/12/1976	FEDERAL-MOGUL WORLD WIDE, INC.
QUARTZRAY	73089871	6/9/1976	1059135	2/15/1977	FEDERAL-MOGUL WORLD WIDE, INC.
FEL-PRO	73094656	7/26/1976	1066058	5/24/1977	FEDERAL-MOGUL WORLD WIDE, INC.
FEL-PRO	73094657	7/26/1976	1066518	5/31/1977	FEDERAL-MOGUL WORLD WIDE, INC.
SEALED POWER	73110637	12/23/1976	1074888	10/11/1977	FEDERAL-MOGUL WORLD WIDE, INC.
POWER PATH	73120910	3/30/1977	1079309	12/13/1977	FEDERAL-MOGUL WORLD WIDE, INC.
ANCO	73156151	1/23/1978	1100681	8/29/1978	FEDERAL-MOGUL WORLD WIDE, INC.
WHERE SEALING IS A SCIENCE	73165724	4/10/1978	1126073	10/16/1979	FEDERAL-MOGUL WORLD WIDE, INC.
SLEEVE 'N' SEAL	73192204	11/06/1978	1129263	01/15/1980	FEDERAL-MOGUL WORLD WIDE, INC.
CARGO COIL	73194577	11/27/1978	1146635	2/3/1981	FEDERAL-MOGUL WORLD WIDE, INC.
FEL-RAMIC	73275576	8/25/1980	1175148	10/27/1981	FEDERAL-MOGUL WORLD WIDE, INC.
LIGHTNING BOLT (DESIGN ONLY)	73303252	3/30/1981	1188412	2/2/1982	FEDERAL-MOGUL WORLD WIDE, INC.
IT'S WISE TO FLY CHAMPION	73293446	1/19/1981	1191548	3/9/1982	FEDERAL-MOGUL WORLD WIDE, INC.
CORK-LAM	73316263	6/25/1981	1226653	2/8/1983	FEDERAL-MOGUL WORLD WIDE, INC.
SEALED POWER	73330353	9/30/1981	1240879	6/7/1983	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	73380887	8/20/1982	1245482	7/12/1983	FEDERAL-MOGUL WORLD WIDE, INC.
COPPER PLUS	73389890	9/27/1982	1255128	10/25/1983	FEDERAL-MOGUL WORLD WIDE, INC.
(DESIGN ONLY)	73394275	9/29/1982	1275173	4/24/1984	FEDERAL-MOGUL WORLD WIDE, INC.
CARTER	73409563	1/17/1983	1307664	12/4/1984	FEDERAL-MOGUL WORLD WIDE, INC.
BLUE STRIPE	73519877	1/30/1985	1359210	9/10/1985	FEDERAL-MOGUL WORLD WIDE, INC.
(DESIGN ONLY)	73598951	5/15/1986	1434497	3/31/1987	FEDERAL-MOGUL WORLD WIDE, INC.
(DESIGN ONLY)	73598953	5/15/1986	1434498	3/31/1987	FEDERAL-MOGUL WORLD WIDE, INC.
(DESIGN ONLY)	73598952	5/15/1986	1445147	6/30/1987	FEDERAL-MOGUL WORLD WIDE, INC.
FELGRAPHIC	73633372	12/3/1986	1452127	8/11/1987	FEDERAL-MOGUL WORLD WIDE, INC.
TECHNIQUES	73642054	1/30/1987	1454216	8/25/1987	FEDERAL-MOGUL WORLD

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					WIDE, INC.
COUNTERLINK	73670356	7/6/1987	1476283	2/9/1988	FEDERAL-MOGUL WORLD WIDE, INC.
SERVICELINK	73670357	7/6/1987	1479590	3/8/1988	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	73686639	9/28/1987	1489241	5/24/1988	FEDERAL-MOGUL WORLD WIDE, INC.
FIT	73696037	11/17/1998	1495770	7/12/1988	FEDERAL-MOGUL WORLD WIDE, INC.
AUBURN	73647973	3/5/1987	1500980	8/23/1988	FEDERAL-MOGUL WORLD WIDE, INC.
ZX	73678634	8/17/1987	1513337	11/22/1988	FEDERAL-MOGUL WORLD WIDE, INC.
SPITFIRE	73679917	8/21/1987	1527797	3/7/1989	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	73733596	6/10/1988	1532801	4/4/1989	FEDERAL-MOGUL WORLD WIDE, INC.
AUBURN	73705747	1/15/1988	1547972	7/18/1989	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	73733350	6/9/1988	1551606	8/15/1989	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	73732196	6/2/1988	1551621	8/15/1989	FEDERAL-MOGUL WORLD WIDE, INC.
AEROVANTAGE	73782043	2/21/1989	1582452	2/13/1990	FEDERAL-MOGUL WORLD WIDE, INC. *** (not currently in ww's name)
DEVA	73769222	12/13/1988	1585294	3/6/1990	FEDERAL-MOGUL WORLD WIDE, INC.
ZANXX	73830066	10/10/1989	1594041	5/1/1990	FEDERAL-MOGUL WORLD WIDE, INC.
ZANXX	73830077	10/10/1989	1594042	5/1/1990	FEDERAL-MOGUL WORLD WIDE, INC.
EMP	73812506	7/14/1989	1604221	7/3/1990	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	73664730	6/4/1987	1624440	11/27/1990	FEDERAL-MOGUL WORLD WIDE, INC.
AUTO DRIVE	73821745	8/28/1989	1625657	12/4/1990	FEDERAL-MOGUL WORLD WIDE, INC.
HEADSAVER	73821460	8/25/1989	1629815	1/1/1991	FEDERAL-MOGUL WORLD WIDE, INC.
UNIPISTON	74038678	3/15/1990	1654276	8/20/1991	FEDERAL-MOGUL WORLD WIDE, INC.
FEDERAL MOGUL	74095881	9/10/1990	1658813	10/1/1991	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	74106199	10/15/1990	1668425	12/17/1991	FEDERAL-MOGUL WORLD WIDE, INC.
FEDERAL MOGUL	74105226	10/12/1990	1669248	12/24/1991	FEDERAL-MOGUL WORLD WIDE, INC.
FEDERAL MOGUL	74098870	9/20/1990	1672542	1/21/1992	FEDERAL-MOGUL WORLD WIDE, INC.

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PERMA-DRY	74154617	4/8/1991	1677628	3/3/1992	FEDERAL-MOGUL WORLD WIDE, INC.
MCCORD	73730946	5/26/1988	1681194	3/31/1992	FEDERAL-MOGUL WORLD WIDE, INC.
PRO-RAMIC	74204486	9/17/1991	1703285	7/28/1992	FEDERAL-MOGUL WORLD WIDE, INC.
REDI-SEAL	74321488	10/13/1992	1778943	6/29/1993	FEDERAL-MOGUL WORLD WIDE, INC.
NATIONAL	74340566	12/16/1992	1797828	10/12/1993	FEDERAL-MOGUL WORLD WIDE, INC.
FEDERAL MOGUL	74341643	12/21/1992	1799352	10/19/1993	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	74343728	12/28/1992	1802103	11/2/1993	FEDERAL-MOGUL WORLD WIDE, INC.
ENGINE\$AVER	74185526	7/16/1991	1812690	12/21/1993	FEDERAL-MOGUL WORLD WIDE, INC.
TUFF COIL VARIABLE RATE SPRINGS	74308676	8/28/1992	1813615	12/28/1993	FEDERAL-MOGUL WORLD WIDE, INC.
CONTROL COIL VARIABLE RATE SPRINGS	74310527	9/3/1992	1813616	12/28/1993	FEDERAL-MOGUL WORLD WIDE, INC.
LOC WIRE	74412882	7/15/1993	1939121	12/5/1995	FEDERAL-MOGUL WORLD WIDE, INC.
POWERPATH	74626855	1/30/1995	1988096	7/23/1996	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	74626856	1/30/1995	1990845	8/6/1996	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	74626858	1/30/1995	1990846	8/6/1996	FEDERAL-MOGUL WORLD WIDE, INC.
HALOGENGOLD	74735099	9/5/1995	1999860	9/10/1996	FEDERAL-MOGUL WORLD WIDE, INC.
NOTCHBLOK	74608497	12/8/1994	2009020	10/15/1996	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	74712390	8/7/1995	2048683	4/1/1997	FEDERAL-MOGUL WORLD WIDE, INC.
ENGINE SEAL GASKETS	75035168	12/21/1995	2066498	6/3/1997	FEDERAL-MOGUL WORLD WIDE, INC.
WAGNER	74682310	5/30/1995	2080596	7/22/1997	FEDERAL-MOGUL WORLD WIDE, INC.
PERMADRYPLUS	75200034	11/19/1996	2116083	11/25/1997	FEDERAL-MOGUL WORLD WIDE, INC.
PREMIER	75045104	1/17/1996	2159331	5/19/1998	FEDERAL-MOGUL WORLD WIDE, INC.
(<i>DESIGN ONLY</i>)	75021370	11/17/1995	2213522	12/22/1998	FEDERAL-MOGUL WORLD WIDE, INC.
WAGNER	75361950	9/23/1997	2216139	1/5/1999	FEDERAL-MOGUL WORLD WIDE, INC.
TREAD SAVER	75380444	10/28/1997	2222541	2/9/1999	FEDERAL-MOGUL WORLD WIDE, INC.
TREAD SAVER	75383209	11/3/1997	2222553	2/9/1999	FEDERAL-MOGUL WORLD

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					WIDE, INC.
WAGNER BRAKE PRODUCTS	75398695	12/02/1997	2327682	3/14/2000	FEDERAL-MOGUL WORLD WIDE, INC.
POWER SPORT	75787400	8/30/1999	2383053	9/5/2000	FEDERAL-MOGUL WORLD WIDE, INC.
QUICKSTOP	75919070	2/15/2000	2500997	10/23/2001	FEDERAL-MOGUL WORLD WIDE, INC.
DEVATEX	75458502	3/27/1998	2516045	12/11/2001	FEDERAL-MOGUL WORLD WIDE, INC.
PHILLIPS GASKET	75769467	8/8/1999	2526240	1/1/2002	FEDERAL-MOGUL WORLD WIDE, INC.
MOOG CHASSIS PARTS	75396877	11/26/1997	2742167	7/29/2003	FEDERAL-MOGUL WORLD WIDE, INC.
HYDROCLEAR	76078017	6/26/2000	2747805	8/5/2003	FEDERAL-MOGUL WORLD WIDE, INC.
SUPER STRENGTH	78207035	1/24/2003	2877129	8/24/2004	FEDERAL-MOGUL WORLD WIDE, INC.
MOOG DESIGN	78249660	5/14/2003	2912760	12/21/2004	FEDERAL-MOGUL WORLD WIDE, INC.
DURA KLEAR	76067345	6/9/2000	2473480	7/31/2001	FEDERAL-MOGUL WORLD WIDE, INC.
ENGINE EXPRESS	76977075	9/23/2002	2932642	3/15/2005	FEDERAL-MOGUL WORLD WIDE, INC.
SEALED POWER	76402989	5/2/2002	2773160	10/14/2003	FEDERAL-MOGUL WORLD WIDE, INC.
KWIK CONNECT	76067338	6/9/2000	2545412	3/5/2002	FEDERAL-MOGUL WORLD WIDE, INC.
SEALED POWER	71336885	4/17/1933	0306126	9/5/1933	FEDERAL-MOGUL WORLD WIDE, INC.
SEALED POWER	76402994	5/2/2002	2774754	10/21/2003	FEDERAL-MOGUL WORLD WIDE, INC.
FP DIESEL	76402993	5/2/2002	2773161	10/14/2003	FEDERAL-MOGUL WORLD WIDE, INC.
SPEED PRO	76405989	5/10/2002	2835887	4/27/2004	FEDERAL-MOGUL WORLD WIDE, INC.
ENGINE EXPRESS	76452386	9/23/2002	2937054	3/29/2005	FEDERAL-MOGUL WORLD WIDE, INC.
MOTOR CITY	76291325	7/26/2001	2603202	7/30/2002	FEDERAL-MOGUL WORLD WIDE, INC.
Stylized AeroVantage	76295026	8/6/2001	2748226	8/5/2003	FEDERAL-MOGUL WORLD WIDE, INC.
MONOSTEEL	76276888	6/26/2001	2759729	9/2/2003	FEDERAL-MOGUL WORLD WIDE, INC.
THERMO QUIET	76271659	6/14/2001	2569946	5/14/2002	FEDERAL-MOGUL WORLD WIDE, INC.
THERMOQUIET	78376063	3/1/2004	3064389	2/28/2006	FEDERAL-MOGUL WORLD WIDE, INC.
THE CLEAREST CHOICE	76272221	6/14/2001	2620693	9/17/2002	FEDERAL-MOGUL WORLD WIDE, INC.
SEALED POWER	76295803	8/6/2001	2648895	11/12/2002	FEDERAL-MOGUL WORLD

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DESIGN					WIDE, INC.
ANCO & WIPE DESIGN	76333743	11/2/2001	2597999	7/23/2002	FEDERAL-MOGUL WORLD WIDE, INC.
FP DIESEL DESIGN	76295630	8/6/2001	2656064	12/3/2002	FEDERAL-MOGUL WORLD WIDE, INC.
POWER O DESIGN	76296057	8/6/2001	2639001	10/22/2002	FEDERAL-MOGUL WORLD WIDE, INC.
DESIGN	76296056	8/6/2001	2639000	10/22/2002	FEDERAL-MOGUL WORLD WIDE, INC.
THE PROBLEM SOLVER	76287111	7/18/2001	2620814	9/17/2002	FEDERAL-MOGUL WORLD WIDE, INC.
SEALED POWER LL-5	78354422	1/20/2004			FEDERAL-MOGUL WORLD WIDE, INC.
WAGNER EDGE	77000153	9/15/2006			FEDERAL-MOGUL WORLD WIDE, INC.
QUIETUNE	77252557	8/10/2007			FEDERAL-MOGUL WORLD WIDE, INC.
NATIONAL	76458232	10/7/2002	2799940	12/30/2003	FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION	77211853	6/21/2007			FEDERAL-MOGUL WORLD WIDE, INC.
FLATTENIT	77206514	6/14/2007			FEDERAL-MOGUL WORLD WIDE, INC.
DYNAFLEX	77178818	5/11/2007			FEDERAL-MOGUL WORLD WIDE, INC.
ONESOURCE DESIGN	77132025	3/15/2007			FEDERAL-MOGUL WORLD WIDE, INC.
MAGNEPULSE	77131165	3/14/2007			FEDERAL-MOGUL WORLD WIDE, INC.
K8695T	77128122	3/12/2007			FEDERAL-MOGUL WORLD WIDE, INC.
7733PT-2	77128097	3/12/2007			FEDERAL-MOGUL WORLD WIDE, INC.
THERM-L-GARD	78882527	5/12/2006			FEDERAL-MOGUL WORLD WIDE, INC.
ONESOURCE	77063666	12/13/2006			FEDERAL-MOGUL WORLD WIDE, INC.
NYLOGARD	78418139	5/13/2004	3044815	1/17/2006	FEDERAL-MOGUL WORLD WIDE, INC.
FASTWRAP	77099032	2/5/2007			FEDERAL-MOGUL WORLD WIDE, INC.
CERAMAX	78946600	8/7/2006			FEDERAL-MOGUL WORLD WIDE, INC.
PROFILE	78856454	4/7/2006			FEDERAL-MOGUL WORLD WIDE, INC.
CONTOUR	78836372	3/14/2006	3277937	8/7/2007	FEDERAL-MOGUL WORLD WIDE, INC.
EVERLOK	78817447	2/17/2006			FEDERAL-MOGUL WORLD WIDE, INC.
THERMOSHIELD	78817827	2/17/2006			FEDERAL-MOGUL WORLD

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					WIDE, INC.
RAINY DAY	78750004	11/9/2005	3162317	10/24/2006	FEDERAL-MOGUL WORLD WIDE, INC.
SOLID SEAL	78626780	5/10/2005	3179554	12/5/2006	FEDERAL-MOGUL WORLD WIDE, INC.
FM LUBRI-GLIDE	78614556	4/22/2005			FEDERAL-MOGUL WORLD WIDE, INC.
QUIETECH	78576098	2/28/2005			FEDERAL-MOGUL WORLD WIDE, INC.
GENUINE SOLUTIONS	78541583	1/4/2005			FEDERAL-MOGUL WORLD WIDE, INC.
REFLECTSHIELD	78518338	11/17/2004	3082028	4/18/2006	FEDERAL-MOGUL WORLD WIDE, INC.
CURLWRAP	77099040	2/5/2007			FEDERAL-MOGUL WORLD WIDE, INC.
SPEED PRO	76403149	5/2/2002	2826957	3/30/2004	FEDERAL-MOGUL WORLD WIDE, INC.
HARNASLEEVE	77217975	6/28/2007			FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION AND BOW TIE	77211861	6/21/2007			FEDERAL-MOGUL WORLD WIDE, INC.
LAZERBLUE	78253741	5/23/2003	2991626	9/6/2005	FEDERAL-MOGUL WORLD WIDE, INC.
TRUCK PLUG	78376651	3/1/2004	2958804	5/31/2005	FEDERAL-MOGUL WORLD WIDE, INC.
ASSURANCE	78453963	7/21/2004			FEDERAL-MOGUL WORLD WIDE, INC.
SPARK DESIGN	78351723	1/14/2004	3101603	6/6/2006	FEDERAL-MOGUL WORLD WIDE, INC.
POWER BOOST	78316241	10/21/2003			FEDERAL-MOGUL WORLD WIDE, INC.
PLUG WIRE (Design)	78317322	10/22/2003	2926085	2/8/2005	FEDERAL-MOGUL WORLD WIDE, INC.
BLUE & SILVER SPARK PLUG WIRE (Color)	78317326	10/22/2003	2926086	2/8/2005	FEDERAL-MOGUL WORLD WIDE, INC.
POWERMAX DESIGN	78454948	7/22/2004	3009681	10/25/2005	FEDERAL-MOGUL WORLD WIDE, INC.
TQ	78300637	9/15/2003	2968582	7/12/2005	FEDERAL-MOGUL WORLD WIDE, INC.
FELCOID	78376115	3/1/2004			FEDERAL-MOGUL WORLD WIDE, INC.
LAZERBLUE DESIGN	78486528	9/20/2004	3072928	3/28/2006	FEDERAL-MOGUL WORLD WIDE, INC.
TRUVIEW DESIGN	78377099	3/2/2004	3248912	6/5/2007	FEDERAL-MOGUL WORLD WIDE, INC.
FLEXTROUGH	78207500	1/27/2003	2791461	12/9/2003	FEDERAL-MOGUL WORLD WIDE, INC.
MICRO SHIELD	78207288	1/27/2003	2860091	7/6/2004	FEDERAL-MOGUL WORLD WIDE, INC.
FLATWRAP	78200708	1/7/2003	3249911	6/5/2007	FEDERAL-MOGUL WORLD

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					WIDE, INC.
QUIETSHIELD	78485258	9/17/2004	3230693	4/17/2007	FEDERAL-MOGUL WORLD WIDE, INC.
TRUVIEW	78190079	12/2/2002			FEDERAL-MOGUL WORLD WIDE, INC.
MAGNUM MONOSTEEL	77266661	8/28/2007			FEDERAL-MOGUL WORLD WIDE, INC.
NATIONAL	78315818	10/20/2003			FEDERAL-MOGUL WORLD WIDE, INC.
NATIONAL & HUB DESIGN	76455887	10/7/2002	2810013	2/3/2004	FEDERAL-MOGUL WORLD WIDE, INC.
POWERMAX	78319169	10/27/2003	3149436	9/26/2006	FEDERAL-MOGUL WORLD WIDE, INC.
SNAP-UPS	78376255	3/1/2004	3019814	11/29/2005	FEDERAL-MOGUL WORLD WIDE, INC.
FLAT-INSTALL	78401821	4/14/2004			FEDERAL-MOGUL WORLD WIDE, INC.
FM DIRECT	78393809	3/31/2004	3343746	11/27/2007	FEDERAL-MOGUL WORLD WIDE, INC.
HYDROCLEAR DESIGN	78376123	3/1/2004	3019812	11/29/2005	FEDERAL-MOGUL WORLD WIDE, INC.
STAINLESS STEEL MARINE	78376648	3/1/2004	2936287	3/29/2005	FEDERAL-MOGUL WORLD WIDE, INC.
PREMIER	78623207	5/4/2005	3089958	5/9/2006	FEDERAL-MOGUL WORLD WIDE, INC.
TRL	77129808	3/13/2007			FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION CONTACT	77198108	6/5/2007			FEDERAL-MOGUL WORLD WIDE, INC.
CHAMPION CONTOUR	77198208	6/5/2007			FEDERAL-MOGUL WORLD WIDE, INC.
FLEXWAY	77258364	8/17/2007			FEDERAL-MOGUL WORLD WIDE, INC.
ONESOURCE	77261436	8/22/2007			FEDERAL-MOGUL WORLD WIDE, INC.
ONESOURCE WORLDWIDE PRODUCT SUPPLY	77261445	8/22/2007			FEDERAL-MOGUL WORLD WIDE, INC.
GUARANTEED QUIET QMX (DESIGN)	75725799	6/9/1999	2577038	6/11/2002	FEDERAL-MOGUL WORLD WIDE, INC.
NATIONAL HUB ASSEMBLIES (DESIGN)	76460795	10/7/2002	2844316	5/25/2004	FEDERAL-MOGUL WORLD WIDE, INC.
QMX	75704685	5/7/1999	3043018	1/17/2006	FEDERAL-MOGUL WORLD WIDE, INC.
O.E. FIT AND FORM ASSURANCE (DESIGN)	78815775	2/15/2006	3264510	7/17/2007	FEDERAL-MOGUL WORLD WIDE, INC.
NATIONAL HUB ASSEMBLIES	76457299	10/7/2002	2844304	5/25/2004	FEDERAL-MOGUL WORLD WIDE, INC.