

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AFFINIA GROUP INC.		08/13/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust FSB, as Noteholder Collateral Agent
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402-1544
<b>Entity Type:</b>	Bank: UNITED STATES

<b>Name:</b>	Bank of America, N.A., as ABL Collateral Agent
<b>Street Address:</b>	2600 West Big Beaver Road
<b>City:</b>	Troy
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48084
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1288661	VERA
Registration Number:	1681113	MCQUAY-NORRIS
Registration Number:	2324235	ELECTRICAT
Registration Number:	2489600	PROFESSIONAL GRADE CHASSIS
Registration Number:	3270579	ADVANCED TECHNOLOGY
Registration Number:	3289238	PROFESSIONAL GRADE
Registration Number:	3299936	SERVICE GRADE
Registration Number:	3309125	QOA

OP \$290.00 1288661

Serial Number:	77327175	BRAKE-PRO SYSTEMS
Serial Number:	77348079	FREECAT
Serial Number:	78478374	AFFINIA

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34770
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/26/2009

Total Attachments: 9  
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This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 13, 2009, is made by AFFINIA GROUP INC. (the "Grantor") in favor of WILMINGTON TRUST FSB, as noteholder collateral agent (including its successors and assigns, the "Noteholder Collateral Agent"), and BANK OF AMERICA, N.A, as collateral agent (including its successors and assigns, the "ABL Collateral Agent").

WHEREAS, the Grantor has entered into an Indenture dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Noteholder Credit Agreement"), with Wilmington Trust FSB, as Trustee and Noteholder Collateral Agent, Affinia Group Inc. (the "Company"), Affinia Group Intermediate Holdings Inc. ("Holdings") and the other subsidiaries party thereto; and

WHEREAS, in connection with the Noteholder Credit Agreement, the Grantor entered into the Collateral Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Noteholder Security Agreement") among the Company, Holdings, the other subsidiaries party thereto and the Noteholder Collateral Agent for the benefit of the Secured Parties (as defined therein)(the "Noteholder Secured Parties"); and

WHEREAS, the Grantor has entered into an ABL Credit Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among the Company, Holdings, the other subsidiaries of Holdings party thereto, the ABL Collateral Agent and the other Lenders party thereto, pursuant to which the Lenders have agreed to extend Loans to the Borrowers subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the ABL Credit Agreement, the Grantor entered into the U.S. Security Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Security Agreement"), and together with the Noteholder Security Agreement, the "Security Agreements"), among the Company, Holdings, each other subsidiary of Holdings party thereto and the ABL Collateral Agent, for the benefit of the Secured Parties (as defined therein)(the "ABL Secured Parties"); and

WHEREAS, the Grantor entered into the Lien Subordination and Intercreditor Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the ABL Collateral Agent, the Noteholder Collateral Agent, the Company, Holdings and the other parties listed therein, pursuant to which the security interests in the Noteholder First Lien Collateral (as defined in the Intercreditor Agreement) granted for the benefit of the ABL Secured Parties are subordinated to the security interests in the Noteholder First Lien Collateral granted for the benefit of the Noteholder Secured Parties, on the terms and conditions stated in the Intercreditor Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreements or the Intercreditor Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor, pursuant to the applicable Security Agreement, hereby grants to the Noteholder Collateral Agent for the ratable benefit of the Noteholder Secured Parties, and the ABL Collateral Agent for the ratable benefit of the ABL Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Trademark Collateral"):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, 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 trademark under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

SECTION 3. Acknowledgement. The security interests granted to the Noteholder Collateral Agent and the ABL Collateral Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the Noteholder Collateral Agent and the ABL Collateral Agent pursuant to the applicable Security Agreement (and are subject to the terms and conditions of the Intercreditor Agreement). The Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholder Collateral Agent and the ABL Collateral Agent with respect to the Trademark Collateral are more fully set forth in the applicable Security Agreement and the Intercreditor Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreements, the terms of the Security Agreements shall govern.

SECTION 4. Intercreditor Agreement. The security interests created by this Agreement on the property described herein, granted to the ABL Collateral Agent for the benefit of the ABL Secured Parties, are junior and subordinate to the security interests on such property created by this Agreement or any similar instrument now or hereafter

granted to the Noteholder Collateral Agent in such property, in accordance with the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Recordation. The Grantor authorizes and requests that the United States Commissioner for Trademarks and the Canadian Intellectual Property Office to record this Agreement.

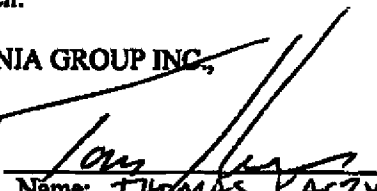
SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AFFINIA GROUP INC,

by

  
Name: THOMAS KACZYNSKI  
Title: TREASURER

Signature page of the Trademark Security Agreement with Affina Group Inc.

WILMINGTON TRUST FSB, as  
Noteholder Collateral Agent


by

  
Name: **Jane Schweiger**  
Title: **Vice President**

*Signature Page to Affinia Group Inc. Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004053 FRAME: 0307**

BANK OF AMERICA, N.A. as  
ABL Collateral Agent

by   
Name: PHILIP DEBUSH  
Title: VP

[Affinia Group Inc. Trademark Security Agreement]



**Schedule A**

<b>Trademark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BRAKE-PRO SYSTEMS	77/327,175	11/12/2007		
FREeCAT	77/348,079	12/10/2007		
AFFINIA	78/478,374	9/3/2004		
VERA	73,387,459	9/22/1982	1,288,661	8/7/1984
MCQUAY-NORRIS	73/822,193	8/28/1989	1,681,113	3/31/1992
ELECTRICAT	75/659,407	3/12/1999	2,324,235	2/29/2000
PROFESSIONAL GRADE CHASSIS	75/848,508	11/15/1999	2,489,600	9/11/2001
ADVANCED TECHNOLOGY	78/867,831	4/24/2006	3,270,579	7/24/2007
PROFESSIONAL GRADE	78/867,879	4/24/2006	3,289,238	9/4/2007
SERVICE GRADE	78/867,828	4/24/2006	3,299,936	9/25/2007
QOA	78/754,401	11/15/2005	3,309,125	10/9/2007