

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WIX FILTRATION CORP. LLC		08/13/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

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

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

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	1671066	PRO-TEC
Registration Number:	2351054	SPORT TRUCK PERFORMANCE
Registration Number:	2365191	PROCALC
Registration Number:	2641038	XD
Registration Number:	2720027	SPIN-FLOW
Registration Number:	2753349	
Registration Number:	2782387	AQUACHEK

OP \$840.00 1671066

Registration Number:	2845453	POWERTRAP
Registration Number:	2911647	SETTING A NEW STANDARD FOR COMPRESSED AIR MOISTURE CONTROL
Registration Number:	2993608	WIX CONNECT
Registration Number:	3015155	TAKE IT FOR A SPIN
Registration Number:	3048529	XE
Registration Number:	3059386	QUICKVENT
Registration Number:	3135472	WIX
Registration Number:	3191886	POWER SOLUTION WITH POWERTRAP TECHNOLOGY
Registration Number:	3191887	POWER SOLUTION
Registration Number:	3195985	POWERTRAP
Registration Number:	3262689	WIX. WHERE IT COUNTS
Registration Number:	3388654	WIX COOL
Registration Number:	0578479	WIX
Registration Number:	0799304	AIR REFINER BRAND
Serial Number:	77221325	ENVIROSHIELD
Serial Number:	77240387	RIDE HEALTHIER
Serial Number:	77275433	SMOG DOG
Serial Number:	77275442	
Serial Number:	77275446	ALLER JEN
Serial Number:	77275454	
Serial Number:	77275461	ODOR RUSS
Serial Number:	77275467	NASTIES
Serial Number:	77275472	
Serial Number:	77275474	TOX'N
Serial Number:	77275484	
Serial Number:	77772487	WIX FILTERS GLOBAL COVERAGE

**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:	34772
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/26/2009
Total Attachments: 10 source=34772#page1.tif source=34772#page2.tif source=34772#page3.tif source=34772#page4.tif source=34772#page5.tif source=34772#page6.tif source=34772#page7.tif source=34772#page8.tif source=34772#page9.tif source=34772#page10.tif	

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 WIX FILTRATION CORP. LLC (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 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.

WIX FILTRATION CORP LLC

by

  
Name: THOMAS KACZYNSKI  
Title: TREASURER

Signature Page to the Wix Filtration Corp LLC Trademark Security Agreement

WILMINGTON TRUST FSB, as  
Noteholder Collateral Agent

by

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

*Signature Page to Wix Filtration Corp LLC Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004053 FRAME: 0317**



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

by



Name: PHILIP DEBUSH  
Title: VP

[Wix Filtration Corp LLC Trademark Security Agreement]

TRADEMARK  
REEL: 004053 FRAME: 0318

**Schedule A**

1. United States Trademark registrations and applications

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ENVIROSHIELD	77/221,325	7/3/2007		
RIDE HEALTHIER	77/240,387	7/27/2007		
SMOG DOG	77/275,433	9/10/2007		
SMOG DOG DESIGN (Character)	77/275,442	9/10/2007		
ALLER JEN	77/275,446	9/10/2007		
ODOR RUSS DESIGN (Character)	77/275,454	9/10/2007		
ODOR RUSS	77/275,461	9/10/2007		
NASTIES	77/275,467	9/10/2007		
TOX'N DESIGN (Character)	77/275,472	9/10/2007		
TOX'N	77/275,474	9/10/2007		
ALLER JEN DESIGN (Character)	77/275,484	9/10/2007		
WIX FILTERS GLOBAL COVERAGE	77/772,487	7/1/2009		
PRO-TEC	74/151,967	3/27/1991	1,671,066	1/7/1992
SPORT TRUCK PERFORMANCE	75/788,150	8/30/1999	2,351,054	5/16/2000
PROCALC	75/522,327	7/20/1998	2,365,191	7/4/2000
XD	78/022,489	8/23/2000	2,641,038	10/22/2002
SPIN-FLOW	78/022,501	8/23/2000	2,720,027	5/27/2003
FILTER CHARACTER DESIGN (MAX)	75/594,833	11/23/1998	2,753,349	8/19/2003
AQUACHEK	76/164,886	11/14/2000	2,782,387	11/11/2003
POWERTRAP & DESIGN	76/272,310	6/18/2001	2,845,453	5/25/2004
SETTING A NEW STANDARD FOR COMPRESSED AIR MOISTURE CONTROL	78/170,498	10/3/2002	2,911,647	12/14/2004
WIX CONNECT	76/464,949	11/1/2002	2,993,608	9/13/2005
TAKE IT FOR A SPIN	78/413,873	5/6/2004	3,015,155	11/15/2005
XE	78/264,392	6/19/2003	3,048,529	1/24/2006
QUICKVENT	78/149,646	8/1/2002	3,059,386	2/14/2006
WIX	78/684,282	8/3/2005	3,135,472	8/29/2006
POWER SOLUTION & DESIGN	78/680,421	7/28/2005	3,191,886	1/2/2007
POWER SOLUTION	78/680,425	7/28/2005	3,191,887	1/2/2007
POWERTRAP	78/680,429	7/28/2005	3,195,985	1/9/2007
WIX. WHERE IT COUNTS	78/685,293	8/4/2005	3,262,689	7/10/2007
WIX COOL	77/224,509	7/9/2007	3,388,654	2/26/2008
WIX (STYLIZED)	71/624,255	1/29/1952	578,479	8/11/1953
AIR REFINER BRAND & DESIGN	72/181,289	11/15/1963	799,304	11/23/1965

2. Canadian Trademark registrations and applications

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
WIX	286613	1/5/1965	TMA181160	2/11/1972
AIR REFINER BRAND & DESIGN	372351	2/7/1974	TMA203003	11/8/1974
RIDE HEALTHIER	1375388	12/10/2007	TMA733508	1/29/2009
WIX COOL	1378009	1/4/2008	TMA737391	4/2/2009
WIX	187438	7/10/1945	UCA021676	7/10/1945
WIX FILTEREFIL & DESIGN	187439	7/10/1945	UCA021677	7/10/1945
POWER TRAP	1287808	1/30/2006		
ENVIROSHIELD	1374428	12/3/2007		
WIX FILTERS GLOBAL COVERAGE & DESIGN	1443484	7/2/2009		