

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
Honeywell International Inc.		07/29/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FRAM Group IP LLC		
Street Address:	c/o Rank Group Limited		
Internal Address:	148 Quay Street, P.O. Box 3515, Level Nine		
City:	Auckland		
State/Country:	NEW ZEALAND		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	3112592	AIRHOG	
Registration Number:	3114893	AIRHOG	
Registration Number:	3114892	AIRHOG HI-PERFORMANCE AIR FILTER	
Registration Number:	3114872	AIRHOG HI-PERFORMANCE AIR FILTER	
Registration Number:	3122055	BEFORE YOU SLAM IT, FRAM IT	
Registration Number:	2149279	COMFORTAIRE	
Registration Number:	1810013	DEFENSE	
Registration Number:	2032246	DOUBLE GUARD	
Registration Number:	1701659	EXTRA GUARD	
Registration Number:	3308309	FOR VEHICLES OVER 75000 MILES	
Registration Number:	337799	FRAM	
Registration Number:	641730	FRAM	
Registration Number:	375855	FRAM	
Registration Number:	2979512	FRAM	

CH \$1290.00 3112592

Registration Number:	2979491	FRAM
Registration Number:	3287046	FRAM
Registration Number:	837113	F FRAM
Registration Number:	1771339	FRAM F
Registration Number:	3291926	FRAM BOOST
Registration Number:	3291846	FRAM FRESH BREEZE
Registration Number:	3415118	FRAM ABSORBS ODORS WITH FRESH BREEZE CABIN AIR FILTER FILTRO DE AIRE DE CABINA FILTRE D'AIRE D'HABITACLE
Registration Number:	3130872	FRAM HIGH MILEAGE
Registration Number:	3122056	FRAM IT
Registration Number:	2266831	FRAM RACING
Registration Number:	2979819	FRAM. SOLID ORANGE. SOLID PROTECTION.
Registration Number:	2922501	
Registration Number:	2713250	
Registration Number:	2870146	NOTHING FEELS BETTER THAN A JOB WELL DONE
Registration Number:	2376935	PAY A LITTLE MORE NOW... OR PAY A LOT LATER
Registration Number:	3393124	PERFORMANCE SPEAKS FOR ITSELF
Registration Number:	1467227	SENTINEL
Registration Number:	2275820	SUREGRIP
Registration Number:	2445428	TOUGH GUARD
Registration Number:	1443041	WEARGUARD
Registration Number:	723102	WEAR-GUARD
Registration Number:	3907743	XTENDEDGUARD
Registration Number:	3308138	YOU CAN PAY ME NOW OR YOU CAN PAY ME LATER
Registration Number:	2291540	AUTOLITE
Registration Number:	637085	AUTOLITE
Registration Number:	3058196	AUTOLITE
Registration Number:	3121690	AUTOLITE
Registration Number:	110818	AUTO-LITE
Registration Number:	2461682	AUTOLITE RACING
Registration Number:	3276837	AUTOLITE XP XTREME PERFORMANCE
Registration Number:	3178137	AUTOLITE XP XTREME PERFORMANCE SPARK PLUGS
Registration Number:	3314656	FLAREGLO
Registration Number:	2872786	IT'S TIME TO CHANGE YOUR PLUGS

Registration Number:	3006638	REVOLUTION HT
Registration Number:	3314658	SPACEGLO
Registration Number:	2949554	WIRED LIKE THE PROS
Registration Number:	3947980	FRAM EXTRA GUARD

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Steven Keslowitz, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 23091-1073

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Steven Keslowitz

Signature: /Steven Keslowitz/

Date: 07/29/2011

Total Attachments: 6
source=Fram TM Assignment doc#page1.tif
source=Fram TM Assignment doc#page2.tif
source=Fram TM Assignment doc#page3.tif
source=Fram TM Assignment doc#page4.tif
source=Fram TM Assignment doc#page5.tif
source=Fram TM Assignment doc#page6.tif

ASSIGNMENT OF U.S. TRADEMARKS

This ASSIGNMENT OF U.S. TRADEMARKS, dated as of July 29, 2011 (the "Assignment"), is made by and between Honeywell International Inc., a Delaware corporation ("Assignor"), and FRAM Group IP LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Autoparts Holdings Limited, Assignor, and, for purposes of certain provisions, Rank Group Limited are parties to the Stock and Asset Purchase Agreement, dated as of January 27, 2011 (the "Purchase Agreement"), providing for the execution and delivery of this Assignment (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor is the owner of the marks set forth on Exhibit A and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase and acquire all of Assignor's right, title and interest in and to the Assigned Marks together with the goodwill of the Business symbolized by the Assigned Marks, which is ongoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assigned Marks together with the goodwill of the Business symbolized by the Assigned Marks, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Marks.
2. Recordation. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to record ownership of the Assigned Marks as the property of Assignee.
3. Governing Law. Any and all claims, disputes or controversies in any way arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed and resolved exclusively by (i) the Laws of the United States for trademark issues, and (ii) for all other matters, the Laws of the State of New York, notwithstanding the existence of any conflict of Laws principles that otherwise would dictate the application of any other state's law. Each party irrevocably and unconditionally waives any right to object to the application of New York Law pursuant to the above subclause (ii) or argue against its applicability to any of the matters referenced in the immediately preceding sentence.

4. Representations. The parties agree and acknowledge that all representations and warranties pertaining to the Assigned Marks are set forth in, and are subject to the terms of, the Purchase Agreement and Assignor makes no, and hereby disclaims all, other representations and warranties pertaining to the Assigned Marks.

5. Further Action. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to appropriately consummate the transactions contemplated hereby.

6. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

HONEYWELL INTERNATIONAL INC.

By: Richard E. Kent
Name: Richard E. Kent
Title: Assistant General Counsel,
Corporate Transactions

ACKNOWLEDGMENT

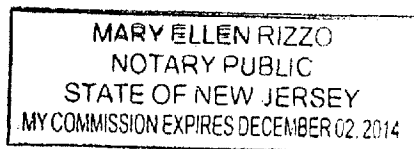
State of New Jersey :

:

County of Morris :

On this 29th day of July 2011 before me, a notary public in and for the State of New Jersey, personally appeared Richard E. Kent, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged that he/she executed the foregoing in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary Ellen Rizzo
Mary Ellen Rizzo
Notary Public of New Jersey



ASSIGNEE:

FRAM GROUP IP LLC

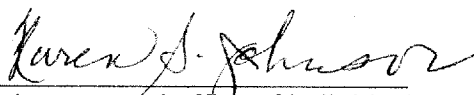
By:


Name: Helen Dorothy Golding
Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF *New York*)

On *July 29*, 2011 before me, the undersigned, personally appeared
Helen Dorothy Golding
personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


(signature and office of individual taking acknowledgment)

KAREN S. JOHNSON
Notary Public, State of New York
No. 01JO4800873
Qualified in New York County
Commission Expires Feb. 28, 20 14

Assigned Marks

Mark Name	Status	Appln. No.	Appln. Date	Reg. No.	Reg. Date
AIRHOG	Registered	78/290647	8/21/2003	3112592	7/4/2006
AIRHOG	Registered	78/323017	11/4/2003	3114893	7/11/2006
AIRHOG and design	Registered	78/323008	11/4/2003	3114892	7/11/2006
AIRHOG HI-PERFORMANCE FILTER and design	Registered	78/307871	10/1/2003	3114872	7/11/2006
BEFORE YOU SLAM IT, FRAM IT	Registered	78/579473	3/3/2005	3122055	7/25/2006
COMFORTAIRE	Registered	75/263306	3/6/1997	2149279	4/7/1998
DEFENSE	Registered	74/324210	10/21/1992	1810013	12/7/1993
DOUBLE GUARD	Registered	75/068766	3/7/1996	2032246	1/21/1997
EXTRA GUARD	Registered	74/180122	6/27/1991	1701659	7/21/1992
FOR VEHICLES OVER 75000 MILES and design	Registered	78/511115	11/4/2004	3308309	10/9/2007
FRAM	Registered	374532	2/7/1936	337799	8/18/1936
FRAM	Registered	72/009715	6/6/1956	641730	2/19/1997
FRAM	Registered	422596	8/11/1939	375855	3/5/1940
FRAM	Registered	78/324770	11/7/2003	2979512	7/26/2005
FRAM	Registered	78/323021	11/4/2003	2979491	7/26/2005
FRAM	Registered	78/762658	11/28/2005	3287046	8/28/2007
FRAM and F design	Registered	72/244403	4/27/1966	837113	10/17/1967
FRAM and F design	Registered	74/308583	8/28/1992	1771339	5/18/1993
FRAM BOOST	Registered	78/744494	11/1/2005	3291926	9/11/2007
FRAM FRESH BREEZE	Registered	78/721586	9/27/2005	3291846	9/11/2007
FRAM FRESH BREEZE and design (color)	Registered	77/042473	11/13/2006	3415118	4/22/2008
FRAM HIGH MILEAGE	Registered	78/479642	9/7/2004	3130872	8/15/2006
FRAM IT	Registered	78/579532	3/3/2005	3122056	7/25/2006
FRAM RACING	Registered	75/476254	4/29/1998	2266831	8/3/1999
FRAM. SOLID ORANGE. SOLID PROTECTION.	Registered	78/367143	2/12/2004	2979819	7/26/2005
Miscellaneous design (orange)	Registered	76/575387	2/13/2004	2922501	2/1/2005

Mark Name	Status	Appln. No.	Appln. Date	Reg. No.	Reg. Date
Miscellaneous design (smudge print) NOTHING FEELS BETTER THAN A JOB WELL DONE and design	Registered	76/414359	6/3/2002	2713250	5/6/2003
PAY A LITTLE MORE NOW...OR PAY A LOT LATER	Registered	76/416432	6/3/2002	2870146	8/3/2004
PERFORMANCE SPEAKS FOR ITSELF	Registered	75/634549	2/4/1999	2376935	8/15/2000
SENTINEL	Registered	78/778137	12/21/2005	3393124	3/4/2008
SUREGRIP	Registered	73/655411	4/15/1987	1467227	12/2/1987
TOUGH GUARD	Registered	75/481686	5/8/1998	2275820	9/7/1999
WEARGUARD	Registered	75/425229	1/23/1998	2445428	4/24/2001
WEAR-GUARD	Registered	73/624679	10/8/1986	1443041	6/16/1987
XTENDED GUARD	Registered	111089	12/30/1960	723102	10/24/1961
YOU CAN PAY ME NOW OR YOU CAN PAY ME LATER	Registered	85/055961	6/7/2010	3907743	1/18/2011
AUTOLITE	Registered	78/366163	2/11/2004	3308138	10/9/2007
AUTOLITE	Registered	75/437366	2/20/1998	2291540	11/9/1999
AUTOLITE	Registered	3165	2/23/1956	637085	11/13/1956
AUTOLITE	Registered	78/366169	2/11/2004	3058196	2/7/2006
AUTOLITE	Registered	78/442109	6/28/2004	3121690	7/25/2006
AUTO-LITE (stylized)	Registered	82996	12/1/1930	110818	12/1/1930
AUTOLITE RACING	Registered	76/062048	6/5/2000	2461682	6/19/2001
AUTOLITE XP XTREME PERFORMANCE and design	Registered	78/619641	4/28/2005	3276837	8/7/2007
AUTOLITE XP XTREME PERFORMANCE SPARK PLUGS and design	Registered	78/549188	1/18/2005	3178137	11/28/2006
FLAREGLO	Registered	78/901262	6/6/2006	3314656	10/16/2007
IT'S TIME TO CHANGE YOUR PLUGS	Registered	78/207892	1/28/2003	2872786	8/10/2004
REVOLUTION HT	Registered	78/414693	5/7/2004	3006638	10/11/2005
SPACEGLO	Registered	78/901316	6/6/2006	3314658	10/16/2007
WIRED LIKE THE PROS	Registered	78/120230	4/8/2002	2949554	5/10/2005
FRAM EXTRA GUARD	Registered	85/162066	10/27/2010	3947980	4/19/2011