

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
Federal-Mogul World Wide, Inc.		02/28/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Federal-Mogul Products, Inc.		
Street Address:	26555 Northwestern Highway		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48033		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3064389	THERMOQUIET	
CORRESPONDENCE DATA			
Fax Number:	(202)659-1559		
Phone:	(248) 433-7236		
Email:	dshamo@dickinsonwright.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Denis V. Shamo		
Address Line 1:	1875 Eye Street, N.W., Suite 1200		
Address Line 2:	International Square		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	603750-2771		
NAME OF SUBMITTER:	Denis V. Shamo		
Signature:	/Denis V. Shamo/		

Date:

02/28/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT

ASSIGNMENT effective the 28th day of February, 2012, by and between FEDERAL-MOGUL WORLD WIDE, INC., a Michigan corporation having its principal place of business at 26555 Northwestern Highway, Southfield, Michigan 48034, (hereinafter "Assignor"), and FEDERAL-MOGUL PRODUCTS, INC., a Missouri corporation having its principal place of business at 26555 Northwestern Highway, Southfield, Michigan 48033, (hereinafter "Assignee").

WHEREAS, ASSIGNOR has adopted and is using, or is using through a related company, the trademark THERMOQUIET (the "Mark"), and is the owner of the United States Trademark Registration No. 3,064,389;

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's right, title, and interest in and to the Mark and the registration therefor, as well as all associated goodwill;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR's rights, title, and interest in and to the Mark and the registration therefor, together with the goodwill of the business symbolized by the Mark and the registration therefor.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages occurring from any past infringing uses of the Mark.

ASSIGNOR warrants that it has good and valid title to the Mark, including the registration therefor.

ASSIGNOR agrees that upon request by ASSIGNEE, ASSIGNOR shall execute all papers, make all rightful oaths, testify on behalf of ASSIGNEE, and do other lawful acts necessary to carry to the intent of this Assignment at ASSIGNEE's expense and request, as well

as provide such documents, material, information, or assistance as ASSIGNEE may consider necessary.

This ASSIGNMENT shall be binding on the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

FEDERAL-MOGUL WORLD WIDE, INC.

A handwritten signature in black ink, appearing to read "Wendi J. Wojciechowski", is written over a horizontal line.

By: **Wendi J. Wojciechowski**
Title: Authorized Representative

Date: 2/28/12