

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-------------------------------------|
| BPI Holdings International, Inc. | | 11/30/2012 | CORPORATION: DELAWARE |
| Brake Parts Inc LLC | | 11/30/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| Affinia Acquisition LLC | | 11/30/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| Affinia India LLC | | 11/30/2012 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 1464501 | BRAKE-PRO |
| Registration Number: | 3161658 | BRAKEPRO |
| Registration Number: | 3375903 | CCM |
| Registration Number: | 1809026 | CM |
| Registration Number: | 1807355 | CM 18 |
| Registration Number: | 1807354 | INTEGRABLOK |
| Registration Number: | 1670175 | AIMCO |
| Registration Number: | 1984124 | BRUTESTOP |
| Registration Number: | 3956166 | CERAMIC MAXIMUM STOPPING POWER AND SAFETY |
| Registration Number: | 3017490 | FRICION READY |

CH \$340.00 1464501

| | | |
|----------------------|---------|--|
| Registration Number: | 3952852 | OE-MATCHED ENGINEERED TO RESTORE FACTORY PERFORMANCE |
| Registration Number: | 2401955 | QS |
| Registration Number: | 3956011 | THE TECHNICIAN'S CHOICE SINCE 1902 |

CORRESPONDENCE DATA

Fax Number: 2127557306
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 326-3939
 Email: NYTEF@JONESDAY.COM
 Correspondent Name: Beth D. Vogel, Esq.
 Address Line 1: 222 East 41st Street
 Address Line 2: Jones Day
 Address Line 4: New York, NEW YORK 10017

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Beth D. Vogel |
| Signature: | /Beth D. Vogel/ |
| Date: | 12/04/2012 |

Total Attachments: 16
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2012 (this "Agreement"), is made by BPI HOLDINGS INTERNATIONAL, INC., a Delaware corporation ("Holdings"), BRAKE PARTS INC LLC, a Delaware limited liability company (the "Company"), AFFINIA ACQUISITION LLC, a Delaware limited liability company ("Acquisition"), AFFINIA INDIA LLC, a Delaware limited liability company ("India" and together with Holdings, the Company and Acquisition, collectively, the "Grantors" and each a "Grantor"), in favor of BANK OF AMERICA, N.A., as the collateral agent (together with its successor(s) and assigns thereto in such capacity, the "Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors have entered into a Credit Agreement, dated as of November 30, 2012, with the financial institutions that are or may from time to time become parties thereto (the "Lenders") and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Agent and the Lenders have extended Commitments to make Loans, advances and other extensions of credit to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into a Security Agreement, dated as of November 30, 2012, with the Agent for the benefit of the Secured Parties (as defined therein) (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the following ("Trademark Collateral"):

- (a) the Trademarks (including those Trademarks referred to in Schedule I);

(b) the right to sue third parties for past, present and future infringements or dilution of the Trademarks or for any injury to the goodwill associated with the use of any such Trademark; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Credit Document. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.


SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

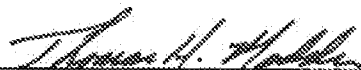
BPI HOLDINGS INTERNATIONAL, INC.

By: 
Name: Thomas H. Madden
Title: Vice President

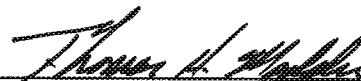
BRAKE PARTS INC LLC

By: 
Name: Thomas H. Madden
Title: Vice President

AFFINIA ACQUISITION LLC

By: 
Name: Thomas H. Madden
Title: Vice President


AFFINIA INDIA LLC


By: 
Name: Thomas H. Madden
Title: Vice President

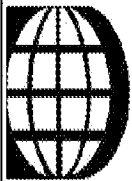
BANK OF AMERICA, N.A.,
as Collateral Agent





By: Steve A. Saut
Name: STEVE SAUT
Title: V





SCHEDULE I
to Trademark Security Agreement




| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------|--|----------------|-----------------|------------|------------------------|---|
| 1. | Canada | OE-MATCHED ENGINEERED TO RESTORE FACTORY PERFORMANCE | 1484381 | 06/09/2010 | Allowed | Brake Parts Inc LLC | 12 - Brake pads. |
| 2. | Canada | THE TECHNICIAN'S CHOICE SINCE 1902 | 1484380 | 06/09/2010 | Allowed | Brake Parts Inc LLC | 12 - Brake pads. |
| 3. | Canada | CERAMIC MAXIMUM STOPPING POWER AND SAFETY | 1484384 | 06/09/2010 | Pending | Brake Parts Inc LLC | 12 - Land vehicle parts and components, namely, brake pads, brake shoes, braking linings, braking systems for vehicles. |
| 4. | Canada | BRAKEPRO | TMA638492 | 04/27/2005 | Registered | Brake Parts Inc LLC | 12 - Land vehicle brake parts, namely brake shoes, brake pads; and brake hardware kits |
| 5. | Canada | BRAKEPRO & Design  | TMA649111 | 09/27/2005 | Registered | Brake Parts Inc LLC | 12 - Land vehicle brake parts, namely brake shoes, brake pads; and brake hardware kits. |
| 6. | Canada | CANADIAN METALLIC | TMA590036 | 09/17/2003 | Registered | Brake Parts Inc LLC | 12 - Brake materials, namely, brake blocks, brake pads, and brake linings |
| 7. | Canada | CCM | TMA754787 | 12/08/2009 | Registered | Brake Parts Inc LLC | 12 - Hydraulic brake linings, air brake linings and metallic brake linings not composed of carbon or ceramic materials, for commercial trucks, buses and other heavy duty motor vehicles, for both on and off road |




| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------|---|----------------|-----------------|------------|---------------------|--|
| | | | | | | | applications. |
| 8. | Canada | CM | TMA437586 | 12/30/1994 | Registered | Brake Parts Inc LLC | 12 - Brake linings |
| 9. | Canada | CM 18 | TMA437587 | 12/30/1994 | Registered | Brake Parts Inc LLC | 12 - Brake linings |
| 10. | Canada | INTEGRABLOK | TMA433401 | 09/16/1994 | Registered | Brake Parts Inc LLC | 12 - Abestos-free integrally molded brake blocks |
| 11. | Canada | IPI & Design  | TMA292704 | 07/06/1984 | Registered | Brake Parts Inc LLC | 12 - Disc brake rotors |
| 12. | Canada | SUPER STOP | TMA294340 | 08/24/1984 | Registered | Brake Parts Inc LLC | 12 - Brakes and brake linings for motor vehicles and trailers. |
| 13. | Canada | SUPER STOP & Design | TMA346512 | 10/14/1988 | Registered | Brake Parts Inc LLC | 12 - Brakes, brake linings, drums, seals, hubs, rotors, calipers, cams, slack adjusters, brake chambers, hubometers, lights, valves, wheel cylinders, and boosters. |
| 14. | Canada | TRUCK TRAIN PRODUCTS & Design | TMA326809 | 04/24/1987 | Registered | Brake Parts Inc LLC | 12 - Brake components and other accessories for heavy duty equipment, namely trucks and trailers, consisting of hubs, drums, brake shoes, lining and hardware, seals, bearings, lighting fenders, mud flaps and filters. 35 - Operation of a business which distributes heavy duty parts for trucks and trailers. |
| 15. | Canada | AIMCO | TMA166118 | 11/14/1969 | Registered | Brake Parts Inc LLC | 12 - Brake shoes, brake discs and drums, starter drives, oil pumps, |




| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------|---|----------------|-----------------|------------|---------------------|---|
| | | | | | | | rocker arms, water pump impellers, clutch parts, alternators, starter motors, generators and electrical system components, all being automotive parts and accessories |
| 16. | Canada | D & Globe design  | TMA288854 | 03/16/1984 | Registered | Brake Parts Inc LLC | 12 - Integrally molded disk brake pads, riveted disc brake pads, organic pucks, metallic pucks, and steel backing plates. |
| 17. | Canada | MAGNUM BLOCK | TMA315698 | 06/27/1986 | Registered | Brake Parts Inc LLC | 12 - Brake linings |
| 18. | Canada | OE-MATCHED | 799824 | 06/13/2011 | Registered | Brake Parts Inc LLC | 1 - Brake pads. |
| 19. | Canada | PG | UCA043315 | 07/11/1952 | Registered | Brake Parts Inc LLC | 12 - brake lining |
| 20. | Canada | PRECISION ENGINEERED | TMA754454 | 12/03/2009 | Registered | Brake Parts Inc LLC | 12 - Chassis parts for land vehicles, namely, control arms, bushings, shims, sway bar links, sway bars, frame mounts, cv boots, center drag links, coil springs, strut mount bearing assemblies, strut mount bushings, shackles ball joints, tie rods, rack and pinion boot, rod adjusting sleeves, wheel spindle nuts, pinch bolts, and idler and pitman arms. (2) Brake pads, rotors, brake shoes, brake linings, brake discs, brake drums. |
| 21. | China | AIMCO | 3341638 | 12/21/2005 | Registered | Brake Parts Inc LLC | 012 - Land vehicle brakes; land vehicle rotors; land vehicle brake parts |
| 22. | China | Design (HAIMENG) | 6478495 | 03/21/2010 | Registered | long kou hai meng | 007 - The purification cooling air (engine uses) with the filter; oil filter; |



| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------|---|----------------|-----------------|------------|-------------------|--|
| | |  | | | | | air cleaner; diesel oil filter; automobile oil pump; automobile water pump; the motor car engine uses the oil pump; the motor car engine uses the gasoline pump; motor car engine flywheel; motor car cam shaft |
| 23. | China | Design (HAIMENG)  | 6478496 | 03/21/2010 | Registered | long kou hai meng | 012 - Vehicles chassis; land vehicles braking; land vehicles engine; land vehicles engine; land vehicles power unit; land vehicles braking pad; vehicles braking pad; land vehicles brake lining; automobile wheel; automobile vehicle wheel hub |
| 24. | China | Design (HAIMENG)  | 1519588 | 02/07/2001 | Registered | long kou hai meng | 012 - Vehicles and trains; their components (except for tires) |
| 25. | China | HAIMENG | 6478497 | 03/21/2010 | Registered | long kou hai meng | 012 - Vehicles chassis; land vehicles braking; land vehicles engine; land vehicles engine; land vehicles power unit; land vehicles braking pad; vehicles braking pad; land vehicles brake lining; automobile wheel; automobile vehicle wheel hub |
| 26. | China | HAIMENG & Design  | 4659862 | 02/28/2008 | Registered | long kou hai meng | 012 - Railways and their components; vehicles and trains; their components (except for tires); motorcycles and their components (except for tires) |
| 27. | China | HAIMENG in Chinese characters | 6478493 | 03/21/2010 | Registered | long kou hai meng | 007 - The purification cooling air (engine uses) with the filter; oil filter; air cleaner; diesel oil filter; |


| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|----------|--|----------------|-----------------|------------|---------------------|--|
| | |  | | | | | automobile oil pump; automobile water pump; the motor car engine uses the oil pump; the motor car engine uses the gasoline pump; motor car engine flywheel; motor car engine cam shaft |
| 28. | China | HAIMENG in Chinese characters  | 6478494 | 03/21/2010 | Registered | long kou hai meng | 012 - Vehicles chassis; land vehicles braking; land vehicles engine; land vehicles engine; land vehicles power unit; land vehicles braking pad; vehicles braking pad; land vehicles brake lining; automobile wheel; automobile vehicle wheel hub |
| 29. | China | HAIMENG with Chinese characters  | 6478498 | 03/21/2010 | Registered | long kou hai meng | 007 - The purification cooling air (engine uses) with the filter; oil filter; air cleaner; diesel oil filter; automobile oil pump; automobile water pump; the motor car engine uses the oil pump; the motor car engine uses the gasoline pump; motor car engine flywheel; motor car engine cam shaft |
| 30. | China | HBS | 4160978 | 11/07/2006 | Registered | long kou hai meng | 012 - Railways and their components; vehicles and trains; their components (except for tires) |
| 31. | China | HIMAX & Design  | 4753178 | 04/21/2008 | Registered | long kou hai meng | 012 - Railways and their components; vehicles and trains, their components (except for tires); motorcycles and their components (except for tires) |
| 32. | Colombia | INTEGRABLOCK | 423939 | 04/26/2011 | Registered | Brake Parts Inc LLC | 012 - Brake parts for vehicles; brake blocks |


| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|-----------|--|----------------|-----------------|------------|--|--|
| 33. | Guatemala | INTEGRABLOCK | 2010-6212 | 08/27/2010 | Pending | Brake Parts Inc LLC | 012 - |
| 34. | Mexico | AMERICAN BRAKEBLOK & Design  | 670681 | 08/06/2004 | Pending | Auto-Elctricos de Mexico, S.A.P.I. de C.V. | 012 - Vehicles, apparatus of locomotion by land, air or sea |
| 35. | Mexico | AMERICAN BRAKEBLOK STOPPER & Design | 974840 | 02/27/2007 | Registered | Auto-Elctricos de Mexico, S.A.P.I. de C.V. | 012 - Vehicles, apparatus of locomotion by land, air or sea |
| 36. | Mexico | AMERICAN BRAKEBLOK STOPPER & Design  | 808702 | 10/05/2003 | Registered | Auto-Elctricos de Mexico, S.A.P.I. de C.V. | 007 - Machines and machine tools; motors and internal combustion engines (except for land vehicles); implemented agricultural other than operated manually |
| 37. | Mexico | AMERICAN BRAKEBLOK STOPPER & Design  | 814197 | 11/25/2003 | Registered | Auto-Elctricos de Mexico, S.A.P.I. de C.V. | 009 - Apparatuses and scientific, nautical, geldesic, electrical, photographic instruments cinematographic, optical of weighing, measurement, signaling, control (inspection) of aid (rescue) and education; apparatuses for the registry, transmission, reproduction of sound and images, acoustic supports for magnetic registries, discs, automatic dispensers and mechanisms for apparatuses or previous payment, recording boxes, maquinas calculates |

| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------|---|----------------|-----------------|------------|---|---|
| 38. | Mexico | AMERICAN BRAKEBLOK STOPPER & Design  | 848015 | 08/20/2004 | Registered | Auto-Electricos de Mexico, S.A.P.I. de C.V. | 017 - Rubber, gutta-percha, rubber, asbestos, mica and goods made from these materials not included in other classes; plastics stretched by pressure for use in manufacture, materials for packing, for carpets or block and for insulating, flexible pipes not metal |
| 39. | Mexico | BALATAS AMERICAN BRAKEBLOK | 21757 | 04/28/2006 | Registered | Auto-Electricos de Mexico, S.A.P.I. de C.V. | 00 - Commercial Name Registration |
| 40. | Mexico | COMFHIA | 292441 | 09/15/1983 | Registered | Auto-Electricos de Mexico, S.A.P.I. de C.V. | 035 - Bands, hoses, bearings and non-metallic wheels |
| 41. | Mexico | COMFHIA | 292442 | 09/15/1983 | Registered | Auto-Electricos de Mexico, S.A.P.I. de C.V. | 019 - Vehicles (except their engines) |
| 42. | Mexico | COMFHIA | 292443 | 09/15/1983 | Registered | Auto-Electricos de Mexico, S.A.P.I. de C.V. | 014 - Metals and casted or forged metallic pieces |
| 43. | Mexico | COMFHIA & Design  | 419988 | 08/14/1992 | Registered | Auto-Electricos de Mexico, S.A.P.I. de C.V. | 012 - brake systems for automobiles, vehicles, apparatus for locomotion by land, air or water |
| 44. | Mexico | EMSA & Design  | 857931 | 10/28/2004 | Registered | Auto-Electricos de Mexico, S.A.P.I. de C.V. | 012 - Vehicles, apparatus for locomotion by land, air or water; internal combustion engines for land vehicles; couplings and transmission components for land vehicles; hovercrafts |
| 45. | Mexico | EMSA & Design | 937162 | 05/31/2006 | Registered | Auto-Electricos de | 017 - Products covered: Rubber, |

| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------|---|----------------|-----------------|------------|--|---|
| | |  | | | | Mexico, S.A.P.I. de C.V. | gutta-percha, gum, asbestos, mica and goods made from these materials and not included in other classes; plastics in extruded form for use in manufacture; packing, stopping and insulating materials; flexible pipes, not of metal; electrical insulating, thermic or acoustic materials and plastics to be used in the manufacturing in form of sheets, blocks or bars; rubber gums for the rubbered of wheels; materials for quilt and fill of rubber or plastics; floating antipolluting barriers. |
| 46. | Mexico | LUSAC & Design  | 412582 | 05/07/1992 | Registered | Auto-Elctricos de Mexico, S.A.P.I. de C.V. | 012 - Brake systems for automobiles, vehicles, apparatus for locomotion by land, air or water |
| 47. | Mexico | M P LINEA BALATAS & Design  | 879452 | 04/28/2005 | Registered | Auto-Elctricos de Mexico, S.A.P.I. de C.V. | 017 - Rubber, gutta-percha rubber, asbestos, mica and goods made from these materials not included in other classes; plastics stretched by pressure for use in manufacture; materials for packing, for carpets or block and for insulating; flexible pipes not metallic; materials and plastics insulation electric, thermic or acoustic for being used in manufacture. Sheet form, blocks or bars; rubber for recauchutado tires; material for cushion and rubber filled or plastics; barriers floating anticontaminacion, |

| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------|--|----------------|-----------------|------------|---|---|
| | | | | | | | with exclusions said connectors and pipes of plastics. |
| 48. | Mexico | M P LINEA BALATAS & Design  | 874822 | 03/31/2005 | Registered | Auto-Electricos de Mexico, S.A.P.I. de C.V. | 012 - Vehicles, apparatus for locomotion by land, air or maritime; motors and internal combustion engines for land vehicles; couplings and transmission components for land vehicles; hovercrafts |
| 49. | Mexico | M P LINEA BALATAS & Design  | 1097364 | 04/24/2009 | Registered | Auto-Electricos de Mexico, S.A.P.I. de C.V. | 009 - Scientific, surveying, optical, weighing, signaling, checking (supervision), apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording or controlling electricity; apparatus for recording, transmission or reproduction of sound images; the following electric apparatus and instruments; electric tools and apparatus, such as electric soldering irons, electric irons; apparatus and devices such as electronically heat dresses, car lighters; alarms, entertainment apparatus to be used exclusively with a television receiver; expressly excluding those apparatus and instruments for measuring magnetic data carriers; data processing equipment and computers; all kind of computer programs and software; independently of recording or |

| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------|--|----------------|-----------------|------------|--|---|
| | | | | | | | diffusion means, this is, software recorded in magnetic means or unloaded of a computer network; computer printers, modems, equipment for information treatment (data processing), computers, apparatus for measuring vibrations; expressly excluding common metals and their alloys; materials of metal for railway tracks and metallic minerals |
| 50. | Mexico | M P LINEA BALATAS & Design  | 898721 | 10/06/2004 | Registered | Auto-Elctricos de Mexico, S.A.P.I. de C.V. | 007 - Non automotive disc brake pads |
| 51. | Mexico | SOABAR | 221195 | 01/15/1979 | Registered | Auto-Elctricos de Mexico, S.A.P.I. de C.V. | 17 - |
| 52. | Mexico | OE-MATCHED | 1166840 | 06/30/2010 | Registered | Brake Parts Inc LLC | 012 - vehicles; apparatus for locomotion by land, air or water |
| 53. | Mexico | OE-MATCHED ENGINEERED TO RESTORE FACTORY PERFORMANCE | 59152 | 07/02/2010 | Registered | Brake Parts Inc LLC | 012 - vehicles; apparatuses of terrestrial, air or aquatic locomotion |
| 54. | Mexico | THE TECHNICIAN'S CHOICE SINCE 1902 | 60480 | 09/28/2010 | Registered | Brake Parts Inc LLC | 012 - vehicles; apparatuses of terrestrial, air or aquatic locomotion |
| 55. | Peru | AIMCO | 85916 | 01/20/2003 | Registered | Brake Parts Inc LLC | 12 - Brake parts, namely pads, shoes, rotor, drum, hardware, wheel cylinders, calipers, backing plates, lines, hose, master cylinders, clutch slave cylinders, wheel speed sensors, ABS modules, cables and associated |

| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------------|--|----------------|-----------------|------------|---------------------|--|
| | | | | | | | hardware |
| 56. | United States | BRAKE-PRO | 1,464,501 | 11/10/1987 | Registered | Brake Parts Inc LLC | 012 - Brake shoes, brake pads |
| 57. | United States | BRAKEPRO & Design  | 3,161,658 | 10/24/2006 | Registered | Brake Parts Inc LLC | 012 - Land vehicle brake parts, namely, brake shoes, brake pads, and brake drum hardware kits, consisting of pins, springs, bushings, and rollers |
| 58. | United States | CCM | 3,375,903 | 01/29/2008 | Registered | Brake Parts Inc LLC | 012 - Metallic brake linings not composed of carbon or ceramic materials for commercial, heavy-duty motor vehicles, namely, trucks, buses and other commercial motor vehicles for heavy-duty line haul and vocational applications |
| 59. | United States | CM | 1,809,026 | 12/07/1993 | Registered | Brake Parts Inc LLC | 012 - Brake linings for land vehicles |
| 60. | United States | CM 18 | 1,807,355 | 11/30/1993 | Registered | Brake Parts Inc LLC | 012 - Brake linings for land vehicles |
| 61. | United States | INTEGRABLOK | 1,807,354 | 11/30/1993 | Registered | Brake Parts Inc LLC | 012 - Land motor vehicle parts; namely, asbestos-free integrally molded brake blocks for buses |
| 62. | United States | AIMCO | 1,670,175 | 12/31/1991 | Registered | Brake Parts Inc LLC | 012 - automotive products; namely, brake drums, brake shoes, rotors, disc plates, hub and drum assemblies |
| 63. | United States | BRUTESTOP | 1,984,124 | 07/02/1996 | Registered | Brake Parts Inc LLC | 012 - Brake disc pad assemblies for motor vehicles |
| 64. | United States | CERAMIC MAXIMUM STOPPING POWER AND SAFETY | 3,956,166 | 05/03/2011 | Registered | Brake Parts Inc LLC | 012 - Land vehicle parts and components, namely, brake pads |
| 65. | United States | FRICTION READY | 3,017,490 | 11/22/2005 | Registered | Brake Parts Inc LLC | 012 - brake calipers for land vehicles |

| No. | Country | Mark | Appl./Reg. No. | Appl./Reg. Date | Status | Owner Name | Goods Description |
|-----|---------------|---|----------------|-----------------|------------|------------------------|--|
| 66. | United States | OE-MATCHED ENGINEERED TO RESTORE FACTORY PERFORMANCE | 3,952,852 | 04/26/2011 | Registered | Brake Parts Inc LLC | 012 - brake pads |
| 67. | United States | QS | 2,401,955 | 11/07/2000 | Registered | Brake Parts Inc LLC | 012 - Brake pads for use on land vehicles |
| 68. | United States | THE TECHNICIAN'S CHOICE SINCE 1902 | 3,956,011 | 05/03/2011 | Registered | Brake Parts Inc LLC | 012 - Brake pads |

CHI-1871153v4

RECORDED: 12/04/2012

**TRADEMARK
REEL: 004912 FRAME: 0031**