

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. (as Collateral Agent)		11/30/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Brake Parts Inc LLC
Street Address:	4400 Prime Parkway
City:	McHenry
State/Country:	ILLINOIS
Postal Code:	60050
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

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

CORRESPONDENCE DATA

Fax Number: 2127557603
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
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 Correspondent Name: Beth D. Vogel, Esq.
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 Address Line 2: Jones Day

900240570

**TRADEMARK
 REEL: 004914 FRAME: 0894**

CH \$165.00 1464501

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 739326-605017

NAME OF SUBMITTER: Beth D. Vogel

Signature: /Beth D. Vogel/

Date: 12/07/2012

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November 30, 2012 from BANK OF AMERICA, N.A., as collateral agent (including its successors and assigns, the "Agent") to BRAKE PARTS INC LLC (the "Obligor").

WITNESSETH:

WHEREAS, Affinia Canada ULC entered into a general security agreement, dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from the time to time, the "GSA"), among, *inter alios*, Affinia Canada ULC, Affinia Canada Holdings Corp., and the Agent;

WHEREAS, pursuant to the Trademark Security Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among the Agent and Affinia Canada ULC, pursuant to the GSA, granted to the Agent a security interest (the "Security Interest") in all of its right, title and interest in and to certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 28, 2009, at Reel 004054 and Frame 0169;

WHEREAS, pursuant to the Trademark Assignment effective as of November 13, 2012 (the "Trademark Assignment"), Affinia Canada ULC assigned and transferred to the Obligor any and all right, title and interest in and to the entire right, title and interest in and to certain trademarks, including those set forth on Schedule A hereto;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in and to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest in and to the following:

- a) the trademark and service mark registrations and applications set forth on Schedule A hereto (provided that no security interest was 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;

- b) all renewals thereof;
- c) 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
- d) 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.

2. Release of Security Interest. Without recourse and without representation and warranty, the Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,
as Agent

By: Steve M. Siravo
Name: Steven M. Siravo
Title: Vice President

Schedule A

Trademark	Status
BRAKEPRO	Registered Reg #: 1,464,501
BRAKEPRO & Design	Registered Reg #: 3,161,658
CCM	Registered Reg #: 3,375,903
CM	Registered Reg #: 1,809,026
CM 18	Registered Reg #: 1,807,355
INTEGRABLOK	Registered Reg #: 1,807,354