

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB)		04/25/2013	National Banking Association: UNITED STATES
Bank of America, N.A.		04/25/2013	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Affinia Group Inc.
Street Address:	1101 Technology Drive
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48108
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77327175	BRAKE-PRO SYSTEMS
Serial Number:	77348079	FREECAT
Serial Number:	78478374	AFFINIA
Registration Number:	1288661	VERA
Registration Number:	1681113	MCQUAY-NORRIS
Registration Number:	2324235	ELECTRICAT
Registration Number:	2489600	PROFESSIONAL GRADE CHASSIS
Registration Number:	3270579	ADVANCED TECHNOLOGY
Registration Number:	3289238	PROFESSIONAL GRADE
Registration Number:	3299936	SERVICE GRADE
Registration Number:	3309125	QOA

CH \$290.00 77327175

CORRESPONDENCE DATA

Fax Number: 2124552502

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

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Correspondent Name: Genevieve Dorment, Esq.

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ATTORNEY DOCKET NUMBER:	001484/0021
NAME OF SUBMITTER:	Genevieve Dorment
Signature:	/gd/
Date:	05/14/2013
Total Attachments: 5 source=Affinia TM Release#page1.tif source=Affinia TM Release#page2.tif source=Affinia TM Release#page3.tif source=Affinia TM Release#page4.tif source=Affinia TM Release#page5.tif	

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

TERMINATION AND RELEASE dated as of April 25, 2013 from WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor by merger to 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”, and together with the Noteholder Collateral Agent, the “Agents”) to AFFINIA GROUP INC. (“Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, dated as of August 13, 2009 (as amended and restated, supplemented or otherwise modified, the “Noteholder Security Agreement”), among Grantor, Affinia Group Intermediate Holdings Inc. (“Holdings”), each other subsidiary of Holdings party thereto and the Noteholder Collateral Agent for the benefit of the Secured Parties (as defined therein), a security interest (the “Noteholder Security Interest”) was granted by the Grantor to the Noteholder Secured Parties in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the U.S. Security Agreement, dated as of August 13, 2009 (as amended and restated, supplemented or otherwise modified, the “ABL Security Agreement”, and together with the Noteholder Security Agreement, the “Security Agreements”), among Grantor, Holdings, each other subsidiary of Holdings party thereto and the ABL Collateral Agent for the benefit of the Secured Parties (as defined therein) , a security interest (the “ABL Security Interest”, and together with the Noteholder Security Interest, the “Security Interests”) was granted by the Grantor to the ABL Secured Parties in certain collateral, including the Trademark Collateral;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of August 13, 2009, among the Agents and Grantor (the “Trademark Agreement”), Grantor, by reference to the Security Agreements, reaffirmed its intent to grant the Security Interests to the Agents, specifically in certain trademarks and related collateral, including without limitation, the Trademark Collateral;

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 26, 2009, at Reel 004053 and Frame 0301;

WHEREAS, the Agents now desire to terminate and release the entirety of their respective Security Interests in 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 Agents hereby state as follows:

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

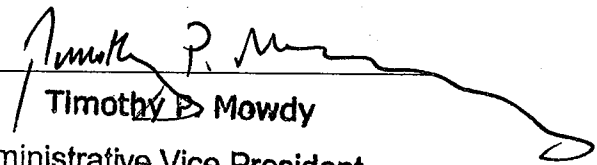
- a) the trademark and service mark registrations and applications set forth on Schedule A hereto (provided that no security interest was granted in any trademark, whether registered, unregistered or applied for, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such trademark under applicable federal law), together with the goodwill symbolized thereby (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.

2. Release of Security Interest. Without recourse and without representation and warranty, the Agents hereby terminate, release and discharge their respective Security Interests in the Trademark Collateral, and any right, title or interest of the Agents in the Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agents hereby agree 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 Interests 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.

WILMINGTON TRUST, NATIONAL
ASSOCIATION
as Noteholder Collateral Agent

By: 
Name: Timothy P. Mowdy
Title: Administrative Vice President

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

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

[Signature Page to Trademark Release (Affinia Group Inc.)]

TRADEMARK
REEL: 005027 FRAME: 0683

Schedule A

Mark	Application No.	Filing Date	Registration No.	Registration Date
BRAKE-PRO SYSTEMS	77/327,175	11/12/2007		
FREECAT	77/348,079	12/10/2007		
AFFINIA	78/478,374	9/3/2004		
VERA	73/387,459	9/22/1982	1,288,661	8/7/1984
MCQUAY-NORRIS	73/822,193	8/28/1989	1,681,113	3/31/1992
ELECTRICAT	75/659,407	3/12/1999	2,324,235	2/29/2000
PROFESSIONAL GRADE CHASSIS	75/848,508	11/15/1999	2,489,600	9/11/2001
ADVANCED TECHNOLOGY	78/867,831	4/24/2006	3,270,579	7/24/2007
PROFESSIONAL GRADE	78/867,879	4/24/2006	3,289,238	9/4/2007
SERVICE GRADE	78/867,828	4/24/2006	3,299,936	9/25/2007
QOA	78/754,401	11/15/2005	3,309,125	10/9/2007