

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:	Wix Filtration Corp LLC
Street Address:	1 Wix Way
City:	Gastonia
State/Country:	NORTH CAROLINA
Postal Code:	28054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	77221325	ENVIROSHIELD
Serial Number:	77240387	RIDE HEALTHIER
Serial Number:	77275433	SMOG DOG
Serial Number:	77275442	
Serial Number:	77275446	ALLER JEN
Serial Number:	77275454	
Serial Number:	77275461	ODOR RUSS
Serial Number:	77275467	NASTIES
Serial Number:	77275472	
Serial Number:	77275474	TOX'N
Serial Number:	77275484	

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Serial Number:	77772487	WIX FILTERS GLOBAL COVERAGE
Registration Number:	1671066	PRO-TEC
Registration Number:	2351054	SPORT TRUCK PERFORMANCE
Registration Number:	2365191	PROCALC
Registration Number:	2641038	XD
Registration Number:	2720027	SPIN-FLOW
Registration Number:	2753349	
Registration Number:	2782387	AQUACHEK
Registration Number:	2845453	POWERTRAP
Registration Number:	2911647	SETTING A NEW STANDARD FOR COMPRESSED AI
Registration Number:	2993608	WIX CONNECT
Registration Number:	3015155	TAKE IT FOR A SPIN
Registration Number:	3048529	XE
Registration Number:	3059386	QUICKVENT
Registration Number:	3135472	WIX
Registration Number:	3191886	POWER SOLUTION WITH POWERTRAP TECHNOLOGY
Registration Number:	3191887	POWER SOLUTION
Registration Number:	3195985	POWERTRAP
Registration Number:	3262689	WIX. WHERE IT COUNTS
Registration Number:	3388654	WIX COOL
Registration Number:	578479	WIX
Registration Number:	799304	AIR REFINER BRAND

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.
Phone: (212) 455-3605
Email: ksolomon@stblaw.com
Correspondent Name: Genevieve Dorment, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	001484/0021
NAME OF SUBMITTER:	Genevieve Dorment
Signature:	/gd/

05/14/2013

Total Attachments: 6

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**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 WIX FILTRATION CORP LLC (“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 Affinia Group, Inc. (the “Company”), Affinia Group Intermediate Holdings Inc. (“Holdings”), each other subsidiary of Holdings party thereto (including Grantor) 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 the Company, Holdings, each other subsidiary of Holdings party thereto (including Grantor) 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 0310;

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:

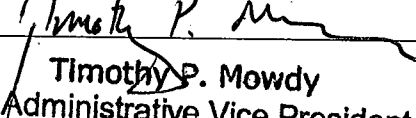
- a) the trademark and service mark registrations and applications set forth on Schedule A hereto (provided that no security interest was granted in any trademark, whether registered, unregistered or applied for, to the extent that, and solely during the period in which, the grant of a security interest 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

[Signature Page to Wix Filtration Corp. Trademark Release]

TRADEMARK
REEL: 005027 FRAME: 0697

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 (Wix Filtration Corp LLC)}

TRADEMARK
REEL: 005027 FRAME: 0698

Schedule A

1. United States Trademark registrations and applications

Mark	Application No.	Filing Date	Registration No.	Registration Date
ENVIROSHIELD	77/221,325	7/3/2007		
RIDE HEALTHIER	77/240,387	7/27/2007		
SMOG DOG	77/275,433	9/10/2007		
SMOG DOG DESIGN (Character)	77/275,442	9/10/2007		
ALLER JEN	77/275,446	9/10/2007		
ODOR RUSS DESIGN (Character)	77/275,454	9/10/2007		
ODOR RUSS	77/275,461	9/10/2007		
NASTIES	77/275,467	9/10/2007		
TOX'N DESIGN (Character)	77/275,472	9/10/2007		
TOX'N	77/275,474	9/10/2007		
ALLER JEN DESIGN (Character)	77/275,484	9/10/2007		
WIX FILTERS GLOBAL COVERAGE	77/772,487	7/1/2009		
PRO-TEC	74/151,967	3/27/1991	1,671,066	1/7/1992
SPORT TRUCK PERFORMANCE	75/788,150	8/30/1999	2,351,054	5/16/2000
PROCALC	75/522,327	7/20/1998	2,365,191	7/4/2000
XD	78/022,489	8/23/2000	2,641,038	10/22/2002
SPIN-FLOW	78/022,501	8/23/2000	2,720,027	5/27/2003
FILTER CHARACTER DESIGN (MAX)	75/594,833	11/23/1998	2,753,349	8/19/2003
AQUACHEK	76/164,886	11/14/2000	2,782,387	11/11/2003
POWERTRAP & DESIGN	76/272,310	6/18/2001	2,845,453	5/25/2004
SETTING A NEW STANDARD FOR COMPRESSED AIR MOISTURE CONTROL	78/170,498	10/3/2002	2,911,647	12/14/2004
WIX CONNECT	76/464,949	11/1/2002	2,993,608	9/13/2005
TAKE IT FOR A SPIN	78/143,873	5/6/2004	3,015,155	11/15/2005
XE	78/264,392	6/19/2003	3,048,529	1/24/2006
QUICKVENT	78/149,646	8/1/2002	3,059,386	2/14/2006
WIX	78/684,282	8/3/2005	3,135,472	8/29/2006
POWER SOLUTION & DESIGN	78/680,421	7/28/2005	3,191,886	1/2/2007
POWER SOLUTION	78/680,425	7/28/2005	3,191,887	1/2/2007
POWERTRAP	78/680,429	7/28/2005	3,195,985	1/9/2007
WIX. WHERE IT COUNTS	78/685,293	8/4/2005	3,262,689	7/10/2007
WIX COOL	77/224,509	7/9/2007	3,388,654	12/6/2008
WIX (STYLIZED)	71/624,255	1/29/1952	578479	8/11/1953
AIR REFINER BRAND & DESIGN	72/181,289	11/15/1963	799,304	11/23/1965

2. Canadian Trademark registrations and applications

Mark	Application No.	Filing Date	Registration No.	Registration Date
WIX	286613	1/5/1965	TMA181160	2/11/1972
AIR REFINER BRAND & DESIGN	372351	2/7/1974	TMA203003	11/8/1974
RIDE HEALTHIER	1375388	12/10/2007	TMA733508	1/29/2009
WIX COOL	1378009	1/4/2008	TMA737391	4/2/2009
WIX	187438	7/10/1945	UCA021676	7/10/1945
WIX FILTEREFIL & DESIGN	187439	7/10/1945	UCA021677	7/10/1945
POWER TRAP	1287808	1/30/2006		
ENVIROSHIELD	1374428	12/3/2007		
WIX FILTERS GLOBAL COVERAGE & DESIGN	1443484	7/2/2009		