

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304941

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		05/01/2014	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Affinia Group, Inc.		
<b>Street Address:</b>	1101 Technology Drive		
<b>City:</b>	Ann Arbor		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48108		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1288661	VERA	
<b>Registration Number:</b>	1681113	MCQUAY-NORRIS	
<b>Registration Number:</b>	2489600	PROFESSIONAL GRADE CHASSIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-3605		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Genevieve Dorment, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	001484/0020		
<b>NAME OF SUBMITTER:</b>	Genevieve Dorment		
<b>SIGNATURE:</b>	/gd/		
<b>DATE SIGNED:</b>	05/19/2014		
<b>Total Attachments: 3</b>			
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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "**Release**") is made as of May 1, 2014, by Bank of America, N.A., as Administrative Agent (the "**Agent**") in favor of Affinia Group, Inc. (the "**Grantor**"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement described below.

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of April 25, 2013 among Grantor, Affinia Group Intermediate Holdings, Inc., the Subsidiary Loan Parties from time to time party thereto and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor granted to the Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under, among other assets, the Trademark Collateral (as that term is defined in the Trademark Security Agreement) (the "**Security Interest**");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of April 25, 2013 between Grantor and the Agent (the "**Trademark Security Agreement**"), Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on April 26, 2013 at Reel/Frame 5015/0101;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral (but no other collateral) listed on **Schedule I** hereto (the "**Released Trademark Collateral**") under the Collateral Agreement and the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

- (a) Agent, on behalf of the Secured Parties, hereby terminates, releases and discharges its Security Interest in the Released Trademark Collateral, and any right, title or interest of the Agent in such Released Trademark Collateral shall hereby cease and become void.
- (b) Agent hereby agrees, at Grantor's expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be requested by Grantor and reasonably necessary to affect the release of the Security Interest contemplated hereby.
- (c) This Release shall be governed by, and construed in accordance with the laws of the State of New York.

This Termination and Release constitutes a "Loan Document" for all purposes under the Credit Agreement, and the obligations of the Loan Parties, and the rights and remedies available to the Agent and the Secured Parties under the Credit Agreement, in each case, with respect to Loan Documents, apply to this Termination and Release.

IN WITNESS WHEREOF, the Agent has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed as of the date first written above.

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

By: Steve A. Smith  
Name: STEVE A. SMITH  
Title: SVP




*Signature Page to Termination and Release of Security Interest in Trademarks*

**TRADEMARK**  
**REEL: 005282 FRAME: 0824**

**SCHEDULE I**

**TRADEMARK/TRADE NAMES OWNED BY AFFINIA GROUP INC.**

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
VERA	08/07/1984	1,288,661
MCQUAY-NORRIS	03/31/1992	1,681,113
PROFESSIONAL GRADE CHASSIS	09/11/2001	2,489,600
		

*U.S. Trademark Applications*

None.

*State Trademark Registrations*

None.

*Trade Names*

None.