

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affinia Products Corp LLC		07/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Federal-Mogul Chassis LLC		
Street Address:	26555 Northwestern Hwy		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48033		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	74125753	NAPD	
Serial Number:	86098872	ENGINEERED FOR ORIGINAL PERFORMANCE	
Serial Number:	76665653	TECHVANTAGE	
Serial Number:	86098887	E.O.P.	
CORRESPONDENCE DATA			
Fax Number:	2483548103		
<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>			
Phone:	2483547745		
Email:	wendi.beieler@federalmogul.com		
Correspondent Name:	Wendi Beieler		
Address Line 1:	26555 Northwestern Hwy		
Address Line 4:	Southfield, MICHIGAN 48033		
ATTORNEY DOCKET NUMBER:	AFFINIA CHAIN OF TITLE		
NAME OF SUBMITTER:	Wendi J. Beieler		
SIGNATURE:	/Wendi J. Beieler/		
DATE SIGNED:	09/11/2014		
Total Attachments: 3			
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GLOBAL TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment effective May 1, 2014 between Affinia Products Corp LLC, a Delaware limited liability company with an address of 110 technology Drive, Ann Arbor, Michigan 48108 ("Assignor"), and Federal-Mogul Chassis LLC, a Delaware ~~company~~ ^{Limited Liability Company}, with an address of 26555 Northwestern Highway, Southfield, Michigan 48033 ("Assignee"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, the Parties entered into an Asset Purchase Agreement dated as of January 21, 2014 (the "APA"); and ^{wjb}

WHEREAS, under the terms of the APA, Assignor has agreed to execute and deliver this Global Trademark Assignment Agreement in connection with the applications and registrations listed on the attached Schedule A (collectively the "Marks") and the goodwill developed through the use of the Marks.

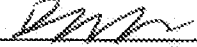
NOW THEREFORE, for good and valuable consideration as set forth in the APA, the receipt and adequacy of which are hereby acknowledged, the Parties agrees as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title, interest in and to the Marks, including all claims for past infringement, the applications and registrations therefor as identified on Schedule A and the goodwill of the business connected with the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.
2. Cooperation. Assignor hereby agrees to execute and return any appropriate and necessary documents provided by Assignee that Assignee may reasonably request and require and cooperate with Assignee as reasonably necessary to give full effect to and to perfect the rights of Assignee in the Marks.
3. Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.
4. Conflict. To the extent there is any conflict between this Agreement and the APA, the provisions of the APA will control.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date written below by their respective officers thereunto duly authorized.

Made by:

Affinia Products Corp LLC (Assignor)

By: 


Name: David E. Sturgess

Title: Secretary

Date: 8/28/14

Received by:

Federal-Mogul Chassis LLC (Assignee)

By: 

Name: Michelle Tsigman

Title: Assistant Secretary

Date: 9/4/14

SCHEDULE A

MarkName	Country	Appln Date	Appln Number	Regn Date	Reg Number	Current Owner
ENGINEERED FOR ORIGINAL PERFORMANCE	Canada	10/24/2013	1649212			Affinia Products Corp LLC
E.O.P.	Canada	10/24/2013	1649213			Affinia Products Corp LLC
NAPD & DESIGN	United States	12/24/1990	74/125753	09/22/1992	1717891	Affinia Products Corp LLC
ENGINEERED FOR ORIGINAL PERFORMANCE	United States	10/23/2013	86/098872			Affinia Products Corp LLC
TECHVANTAGE & DESIGN	United States	09/06/2006	76/665653	11/04/2008	3527920	Affinia Products Corp LLC
E.O.P.	United States	10/23/2013	86/098887			Affinia Products Corp LLC