

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328677

| | | | |
|---|--|--|-----------------------|
| 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 Group Inc. | | 12/18/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BPI Holdings International, Inc. | | |
| Street Address: | 4400 Prime Parkway | | |
| City: | McHenry | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60050 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4013435 | ACE RAYBESTOS ADVANCED CERTIFIED EDUCATI | |
| Registration Number: | 3270579 | ADVANCED TECHNOLOGY | |
| Registration Number: | 3289238 | PROFESSIONAL GRADE | |
| Registration Number: | 4017135 | R-300 | |
| Registration Number: | 4019799 | RAYBESTOS | |
| Registration Number: | 4013577 | RAYBESTOS SAFETY FIRST ENGINEERING RESEA | |
| Registration Number: | 3813596 | RAYBESTOS THE CHOICE IN CHASSIS | |
| Registration Number: | 0422723 | RAYBESTOS | |
| Serial Number: | 86404289 | RAYLIANT | |
| Serial Number: | 86404274 | RELIANT RELIABLE STOPPING POWER | |
| Registration Number: | 3299936 | SERVICE GRADE | |
| Registration Number: | 2562738 | THE BEST IN BRAKES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125585700 | | |
| <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: | 3125585963 | | |
| Email: | wsdomainmanagement@winston.com | | |
| Correspondent Name: | Paul D. McGrady, Jr. | | |
| Address Line 1: | 35 West Wacker Drive | | |

TRADEMARK

Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 14367.2148

NAME OF SUBMITTER: Liz Brodzinski

SIGNATURE: /Liz Brodzinski/

DATE SIGNED: 01/12/2015

Total Attachments: 23

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 18th day of December, 2014 (the "Effective Date"), is by and among Affinia Group Inc., a Delaware corporation having its principal place of business 1 Wix Way Gastonia, NC 28054 ("AGI"), Affinia International Inc., a Delaware corporation having its principal place of business at 1 Wix Way, Gastonia, NC 28054 ("AII," and together with AGI, "Assignor") and BPI Holdings International, Inc. a Delaware corporation having its principal place of business at 4400 Prime Parkway, McHenry, IL 60050 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Intellectual Property Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in the Purchased Intellectual Property Rights (as such term is defined in the Purchase Agreement), owned by the Assignor;

WHEREAS, the Purchased Intellectual Property includes the trademark applications and registrations identified on the attached Schedule A (the "Trademarks"), the domain name registrations identified on the attached Schedule B (the "Domain Names"); and the U.S. copyright registrations and applications identified on the attached Schedule C (the "Copyrights"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Purchased Intellectual Property.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Purchased Intellectual Property, including without limitation: (a) the Trademarks identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; and (c) the Copyrights identified on Schedule C.

Assignor further assigns to Assignee all of Assignor's rights in any and all jurisdictions throughout the world (i) in and to causes of action and enforcement rights associated with the Trademarks, Domain Names, Copyrights and other Purchased Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Trademarks, Domain Names, Copyrights and other Purchased Intellectual Property, (ii) royalties, fees, income and other payments and proceeds due or accrued after the Effective Date and thereafter under or arising from such Trademarks, Domain Names, Copyrights and other Purchased Intellectual Property, if any, and (iii) to apply in any or all countries of the world for patent, trademark and copyright or other protection for the Purchased Intellectual Property.

Assignor agrees that it will, at Assignee's expense, place each of the Domain Names in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the Domain Names or any required information to

effectuate the transfer of Assignor's right, title, and interest in the Domain Names (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names.

Assignor agrees that from time to time, no later than 150 days from the Closing Date under the Purchase Agreement, at the reasonable request and expense of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to record the rights granted hereunder in the Purchased Intellectual Property in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the works, and the Assignor shall cooperate therewith, at the Assignee's expense.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

The Laws of the State of Delaware (without reference to its principles of conflicts of law) shall govern the construction, interpretation and other matters arising out of or in connection with this Assignment and its schedules (whether arising in contract, tort, equity or otherwise).

[signature pages follow]

Affinia International Inc.

By: Maggie M. Drozd

Maggie M. Drozd, Vice President

STATE OF NORTH CAROLINA

)

COUNTY OF GASTON

)

ss:

)

I hereby certify that on this 18 day of December, 2014, personally appeared Maggie M. Drozd, Vice President of Affinia International Inc., a Delaware corporation, who is personally known to me and he/she acknowledged before me that she executed the foregoing document as her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

Naundra N. Taylor
Notary Public

NAUNDRA N. TAYLOR
NOTARY PUBLIC
Cabarrus County
North Carolina
My Commission Expires 08-14-19

BPI Holdings International, Inc.

By: _____

[Handwritten Signature]

Name: _____

H. David Overbeeke

Title: _____

President & CEO

STATE OF Illinois)

COUNTY OF McHenry)

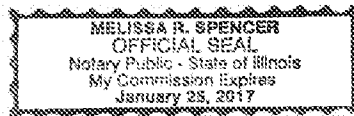
ss:

I hereby certify that on this 10th day of December, 2014, personally appeared H. David Overbeeke, President & CEO of BPI Holdings International, Inc. a Delaware corporation, who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.



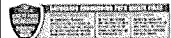



Melissa R. Spencer


Notary Public















SCHEDULE A
Purchased Intellectual Property - Trademarks







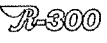
| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
|------------|--|------------|-------------|--------------|---------|----------------------------|
| Algeria | RAYBESTOS | Registered | 76899 | 01/28/2009 | 12 | Affinia International Inc. |
| Argentina | RAYBESTOS | Registered | 2500852 | 01/23/2002 | 12 | Affinia International Inc. |
| Argentina | RAYBESTOS THE CHOICE IN CHASSIS & Design | Registered | 2410285 | 11/25/2010 | 12 | Affinia International Inc. |
| Argentina | RAYBESTOS | Pending | 3369498 | 11/20/2014 | 1 | Affinia International Inc. |
| Australia | R-300 | Registered | 1405251 | 01/24/2011 | 12 | Affinia International Inc. |
| Australia | RAYBESTOS & Design <i>Raybestos</i> | Registered | 621829 | 02/03/1994 | 12 | Affinia International Inc. |
| Austria | RAYBESTOS & Design <i>Raybestos</i> | Registered | 152286 | 04/22/1994 | 12 | Affinia International Inc. |
| Azerbaijan | RAYBESTOS | Registered | 2010 0605 | 05/26/2010 | 12 | Affinia International Inc. |
| Belarus | RAYBESTOS | Registered | 39882 | 08/01/2012 | 12 | Affinia International Inc. |
| Bolivia | RAYBESTOS | Registered | 58898 | 11/05/1991 | 12 | Affinia International Inc. |
| Bolivia | RAYBESTOS | Pending | SM062572014 | 11/20/2014 | 1 | Affinia International Inc. |
| Bosnia | RAYBESTOS DESIGN 2 <i>Raybestos</i> | Registered | 520625 | 12/22/1987 | 12 | Affinia International Inc. |
| Brazil | RAYBESTOS | Pending | 908622627 | 11/19/2014 | 1 | Affinia International Inc. |
| Brazil | RAYBESTOS | Registered | 819333212 | 03/02/1999 | 12 | Affinia International Inc. |
| Brazil | RAYBESTOS | Pending | 901104809 | 08/08/2008 | 12 | Affinia International Inc. |
| Canada | ADVANCED TECHNOLOGY | Registered | TMA694701 | 08/24/2007 | 12 | Affinia Group Inc. |
| Canada | R-300 | Registered | TMA805550 | 08/30/2011 | 12 | Affinia International Inc. |
| Canada | RAYBESTOS | Registered | TMA844205 | 02/21/2013 | 12 | Affinia International |

| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
|---------|--|------------|-----------|--------------|---------|----------------------------|
| | | | | | | Inc. |
| Canada | RAYBESTOS & Design  | Registered | TMA665099 | 05/29/2006 | 12 | Affinia International Inc. |
| Canada | RAYBESTOS SAFETY SHIELD & Design  | Pending | 1484569 | 06/10/2010 | 12 | Affinia International Inc. |
| Canada | RAYBESTOS SAFETY SHIELD & Design (all language)  | Pending | 1485788 | 06/18/2010 | 12 | Affinia International Inc. |
| Canada | RAYBESTOS THE CHOICE IN CHASSIS & Design | Registered | 786132 | 12/30/2010 | 12 | Affinia International Inc. |
| Canada | SERVICE GRADE | Registered | TMA704516 | 01/11/2008 | 12 | Affinia Group Inc. |
| Chile | RAYBESTOS | Registered | 873603 | 01/22/2010 | 12 | Affinia International Inc. |
| Chile | RAYBESTOS | Pending | 1132085 | 11/19/2014 | 1 | Affinia International Inc. |
| China | R-300 (stylized)  | Registered | 9657798 | 09/07/2012 | 12 | Affinia International Inc. |
| China | RAYBESTOS | Registered | 6894411 | 06/07/2010 | 12 | Affinia International Inc. |
| China | RAYBESTOS & Design  | Registered | 1012694 | 05/21/1997 | 12 | Affinia International Inc. |
| China | RAYBESTOS (IN CHINESE)  | Registered | 1197391 | 08/07/1998 | 12 | Affinia International Inc. |


| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
|--------------------|--|------------|-----------|--------------|---------|----------------------------|
| China | RAYBESTOS SAFETY SHIELD & Design  | Registered | 8873387 | 03/21/2012 | 12 | Affinia International Inc. |
| Colombia | R-300 | Registered | 429207 | 06/30/2011 | 12 | Affinia International Inc. |
| Colombia | RAYBESTOS | Registered | 421767 | 03/29/2011 | 12 | Affinia International Inc. |
| Colombia | RAYBESTOS & Design <i>Raybestos</i> | Registered | 321666 | 09/26/2006 | 12 | Affinia International Inc. |
| Colombia | RAYBESTOS SAFETY SHIELD & Design  | Registered | 421768 | 03/29/2011 | 12 | Affinia International Inc. |
| Colombia | RAYBESTOS | Pending | 14 254507 | 11/19/2014 | 1 | Affinia International Inc. |
| Congo | RAYBESTOS | Registered | 180782013 | 01/15/2013 | 12 | Affinia International Inc. |
| Congo | RAYBESTOS | Registered | 6763/98 | 08/06/1998 | 12 | Affinia International Inc. |
| Costa Rica | RAYBESTOS | Registered | 193317 | 08/03/2009 | 12 | Affinia International Inc. |
| Croatia | RAYBESTOS & Design <i>Raybestos</i> | Registered | Z931883 | 12/05/1996 | 12 | Affinia International Inc. |
| Czech Republic | RAYBESTOS & Design <i>Raybestos</i> | Registered | 283980 | 09/25/2006 | 12 | Affinia International Inc. |
| Dominican Republic | RAYBESTOS | Registered | 174418 | 06/01/2009 | 12 | Affinia International Inc. |
| Ecuador | R-300 | Registered | 5495-11 | 07/25/2011 | 12 | Affinia International Inc. |
| Ecuador | RAYBESTOS | Registered | 2818-11 | 05/04/2011 | 12 | Affinia International Inc. |
| Ecuador | RAYBESTOS & Design | Registered | 5294 | 10/25/1996 | 12 | Affinia International Inc. |







| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
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| |  | | | | | |
| Ecuador | RAYBESTOS SAFETY SHIELD & Design  | Registered | 2817-11 | 05/04/2011 | 12 | Affinia International Inc. |
| Egypt | RAYBESTOS & Design  | Registered | 90252 | 05/31/1998 | 12 | Affinia International Inc. |
| El Salvador | R-300 | Registered | 91174 | 08/24/2011 | 12 | Affinia International Inc. |
| El Salvador | RAYBESTOS | Registered | 128147 | 03/02/2010 | 12 | Affinia International Inc. |
| El Salvador | RAYBESTOS SAFETY SHIELD & Design  | Registered | 106172 | 07/19/2011 | 12 | Affinia International Inc. |
| European Union (CTM) | R-300 | Registered | 009669011 | 06/27/2011 | 12 | Affinia International Inc. |
| European Union (CTM) | RAYBESTOS | Registered | 007146244 | 05/14/2009 | 007, 12, 017 | Affinia International Inc. |
| European Union (CTM) | RAYBESTOS & Design  | Registered | 000782847 | 07/05/1999 | 007, 12, 017 | Affinia International Inc. |
| European Union (CTM) | RAYBESTOS SAFETY SHIELD & Design  | Registered | 009444829 | 02/28/2011 | 12 | Affinia International Inc. |
| Georgia | RAYBESTOS | Registered | M20291 | 02/26/2010 | 12 | Affinia International Inc. |
| Germany | RAYBESTOS DESIGN 2  | Registered | 1108464 | 07/10/1987 | 12 | Affinia International Inc. |
| Greece | RAYBESTOS & | Registered | 129851 | 09/17/1998 | 12 | Affinia International |







| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
|---------------|--|------------|-----------|--------------|---------|----------------------------|
| | Design  | | | | | Inc. |
| Guatemala | RAYBESTOS | Pending | 2009-0434 | 01/27/2009 | 12 | Affinia International Inc. |
| Guatemala | R-300 | Registered | 177181 | 07/25/2011 | 12 | Affinia International Inc. |
| Guatemala | RAYBESTOS SAFETY SHIELD & Design (no words)  | Registered | 188647 | 05/07/2013 | 12 | Affinia International Inc. |
| Guatemala | RAYBESTOS SAFETY SHIELD & Design  | Pending | 2011-6354 | 07/28/2011 | 12 | Affinia International Inc. |
| Guinea-Bissau | RAYBESTOS | Registered | P5/0307 | 04/13/1999 | 12 | Affinia International Inc. |
| Guyana | RAYBESTOS | Pending | 26, 831A | 11/25/2014 | 12 | Affinia International Inc. |
| Honduras | R-300 | Registered | 119254 | 03/23/2012 | 12 | Affinia International Inc. |
| Honduras | RAYBESTOS | Registered | 88243 | 07/17/2003 | 12 | Affinia International Inc. |
| Honduras | RAYBESTOS | Registered | 117674 | 10/20/2011 | 12 | Affinia International Inc. |
| Honduras | RAYBESTOS SAFETY SHIELD & Design  | Registered | 118441 | 12/19/2011 | 12 | Affinia International Inc. |
| Hong Kong | R-300 | Registered | 301818054 | 01/24/2011 | 12 | Affinia International Inc. |
| Hong Kong | RAYBESTOS AND RAYBESTOS & Design  | Registered | 199812913 | 12/10/1998 | 12 | Affinia International Inc. |
| Hungary | RAYBESTOS & Design | Registered | 150103 | 03/17/1998 | 12 | Affinia International Inc. |







| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
|-----------|---|------------|--------------|--------------|---------|----------------------------|
| |  | | | | | |
| India | RAYBESTOS | Registered | 613395 | 12/06/1993 | 12 | Affinia International Inc. |
| India | RAYBESTOS | Registered | 1716334 | 10/10/2011 | 12 | Affinia International Inc. |
| Indonesia | RAYBESTOS & Design  | Registered | IDM000341749 | 02/04/2000 | 12 | Affinia International Inc. |
| Iran | RAYBESTOS & Design  | Registered | 82021 | 01/19/1998 | 12 | Affinia International Inc. |
| Israel | R-300 | Registered | 235000 | 06/04/2012 | 12 | Affinia International Inc. |
| Israel | RAYBESTOS | Registered | 233042 | 10/04/2011 | 12 | Affinia International Inc. |
| Israel | RAYBESTOS & Design  | Registered | 143225 | 01/02/2002 | 12 | Affinia International Inc. |
| Israel | RAYBESTOS SAFETY SHIELD & Design  | Registered | 233043 | 10/04/2011 | 12 | Affinia International Inc. |
| Jamaica | RAYBESTOS & Design  | Registered | 29491 | 01/26/2001 | 12 | Affinia International Inc. |
| Japan | R-300 (stylized)  | Registered | 5475795 | 03/02/2012 | 12 | Affinia International Inc. |
| Japan | RAYBESTOS & Design | Registered | 4280676 | 06/04/1999 | 12 | Affinia International Inc. |




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|------------|--|------------|-----------|--------------|---------|----------------------------|
| | <i>Raybestos</i> | | | | | |
| Jordan | RAYBESTOS & Design <i>Raybestos</i> | Registered | 51589 | 11/10/2005 | 12 | Affinia International Inc. |
| Kazakhstan | RAYBESTOS | Registered | 33857 | 09/15/2010 | 12 | Affinia International Inc. |
| Kenya | RAYBESTOS & Design <i>Raybestos</i> | Registered | 39870 | 08/28/1997 | 12 | Affinia International Inc. |
| Kosovo | RAYBESTOS | Pending | 8246 | 01/27/2009 | 12 | Affinia International Inc. |
| Kosovo | RAYBESTOS & Design <i>Raybestos</i> | Pending | 3959 | 10/15/2008 | 7, 12 | Affinia International Inc. |
| Kyrgyzstan | RAYBESTOS | Registered | 9922 | 01/30/2010 | 12 | Affinia International Inc. |
| Lebanon | RAYBESTOS | Registered | 120368 | 01/28/2009 | 12 | Affinia International Inc. |
| Malaysia | RAYBESTOS & Design <i>Raybestos</i> | Registered | 92005333 | 08/01/1999 | 12 | Affinia International Inc. |
| Mexico | R-300 | Registered | 1204200 | 02/28/2011 | 12 | Affinia International Inc. |
| Mexico | RAYBESTOS | Registered | 1143624 | 02/17/2010 | 12 | Affinia International Inc. |
| Mexico | RAYBESTOS & Design <i>Raybestos</i> | Registered | 580907 | 06/30/1998 | 009 | Affinia International Inc. |
| Mexico | RAYBESTOS & Design <i>Raybestos</i> | Registered | 583313 | 07/31/1998 | 12 | Affinia International Inc. |
| Mexico | RAYBESTOS | Registered | 1176963 | 08/30/2010 | 12 | Affinia International |






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|----------------|--|------------|------------------|--------------|-----------------|-------------------------------|
| | SAFETY SHIELD & Design  | | | | | Inc. |
| Mexico | RAYBESTOS THE CHOICE IN CHASSIS & Design | Registered | 1172796 | 08/16/2010 | 12 | Affinia International Inc. |
| Moldova | RAYBESTOS | Registered | 19696 | 03/09/2010 | 12 | Affinia International Inc. |
| Montenegro | RAYBESTOS DESIGN 2 <i>Raybestos</i> | Registered | 520625 | 12/22/1987 | 12 | Affinia International Inc. |
| Morocco | RAYBESTOS DESIGN 2 <i>Raybestos</i> | Registered | 41163 | 06/03/1968 | 007, 12, 017 | Affinia International Inc. |
| New Zealand | R-300 | Registered | 836253 | 09/23/2010 | 12 | Affinia International Inc. |
| New Zealand | RAYBESTOS | Registered | 214569 | 01/27/1995 | 12 | Affinia International Inc. |
| Nicaragua | RAYBESTOS | Registered | 2010089923 LM | 04/13/2010 | 12 | Affinia International Inc. |
| Nigeria | RAYBESOTS | Pending | FTM2009135 9 | 01/12/2009 | 12 | Affinia International Inc. |
| North Korea | RAYBESTOS DESIGN 2 <i>Raybestos</i> | Registered | 520625 | 12/22/1987 | 12 | Affinia International Inc. |
| Norway | R-300 | Registered | 268608 | 12/07/2012 | 12 | Affinia International Inc. |
| Norway | RAYBESTOS & Design <i>Raybestos</i> | Registered | 159265 | 09/16/1993 | 12 | Affinia International Inc. |
| OAPI | RAYBESTOS | Registered | 39259 | 04/13/1999 | 12 | Affinia International Inc. |
| Pakistan | RAYBESTOS & Design <i>Raybestos</i> | Registered | 190632 | 12/22/2003 | 12 | Affinia International Inc. |

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|--------------|---|------------|------------|--------------|---------|----------------------------|
| Panama | R-300 | Registered | 197768 | 02/23/2011 | 12 | Affinia International Inc. |
| Panama | RAYBESTOS WINGED DESIGN | Registered | 60913 | 04/21/1992 | 12 | Affinia International Inc. |
| Paraguay | RAYBESTOS & Design  | Registered | 314827 | 01/02/1998 | 12 | Affinia International Inc. |
| Paraguay | RAYBESTOS | Pending | 52150/2014 | 11/20/2014 | 1 | Affinia International Inc. |
| Peru | R-300 | Registered | 175543 | 05/06/2011 | 12 | Affinia International Inc. |
| Peru | RAYBESTOS | Registered | 12111 | 12/29/2004 | 12 | Affinia International Inc. |
| Peru | RAYBESTOS | Pending | 597353 | 11/20/2014 | 1 | Affinia International Inc. |
| Philippines | RAYBESTOS & Design  | Registered | 057482 | 03/24/1994 | 12 | Affinia International Inc. |
| Poland | RAYBESTOS & Design  | Registered | 117084 | 01/10/2000 | 12 | Affinia International Inc. |
| Romania | RAYBESTOS & Design  | Registered | 2R019370 | 09/24/1991 | 12 | Affinia International Inc. |
| Russia | RAYBESTOS | Registered | 389613 | 09/22/2009 | 12 | Affinia International Inc. |
| Russia | RAYBESTOS DESIGN 2  | Registered | 520625 | 12/22/1987 | 12 | Affinia International Inc. |
| Russia | RAYBESTOS SAFETY SHIELD & Design  | Registered | 489248 | 06/07/2013 | 12 | Affinia International Inc. |
| Saudi Arabia | R-300 | Registered | 136158 | 05/20/2012 | 12 | Affinia International Inc. |
| Saudi Arabia | RAYBESTOS | Registered | 131590 | 01/30/2012 | 12 | Affinia International Inc. |

| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
|--------------|---|------------|------------|--------------|--------------|----------------------------|
| Saudi Arabia | RAYBESTOS & Design  | Registered | 50454 | 09/16/1998 | 12 | Affinia International Inc. |
| Saudi Arabia | RAYBESTOS SAFETY SHIELD & Design  | Registered | 137156 | 07/03/2012 | 12 | Affinia International Inc. |
| Serbia | RAYBESTOS DESIGN 2  | Registered | 520625 | 12/22/1987 | 12 | Affinia International Inc. |
| Singapore | RAYBESTOS & Design  | Registered | T99/11236F | 10/07/1999 | 12 | Affinia International Inc. |
| Slovenia | RAYBESTOS | Registered | 9370241 | 02/09/1996 | 007, 12, 017 | Affinia International Inc. |
| South Africa | RAYBESTOS | Registered | 1993/10660 | 02/08/1996 | 12 | Affinia International Inc. |
| South Korea | RAYBESTOS | Registered | 40-0477277 | 09/20/2000 | 12 | Affinia International Inc. |
| South Korea | RAYBESTOS | Registered | 400797424 | 08/10/2009 | 12 | Affinia International Inc. |
| Sri Lanka | RAYBESTOS | Pending | 149196 | 01/26/2009 | 12 | Affinia International Inc. |
| Sudan | RAYBESTOS &  Design | Registered | 27409 | 04/04/1999 | 12 | Affinia International Inc. |
| Suriname | RAYBESTOS | Pending | | 11/20/2014 | 1 | Affinia International Inc. |
| Suriname | RAYBESTOS | Registered | 21759 | 02/05/2009 | 12 | Affinia International Inc. |
| Switzerland | RAYBESTOS & Design  | Registered | 461301 | 11/18/1998 | 12 | Affinia International Inc. |
| Syria | RAYBESTOS | Registered | 116928 | 09/26/2010 | 12 | Affinia International Inc. |
| Taiwan | RAYBESTOS & Design | Registered | 797758 | 03/01/1998 | 12 | Affinia International Inc. |

| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
|---------------|---|------------|-----------|--------------|---------|----------------------------|
| |  | | | | | |
| Thailand | RAYBESTOS & Design  | Registered | KOR112395 | 05/01/2000 | 12 | Affinia International Inc. |
| Tunisia | RAYBESTOS | Registered | EE.88.645 | 11/02/1988 | 12 | Affinia International Inc. |
| Turkey | R-300 | Registered | 201107171 | 01/23/2012 | 12 | Affinia International Inc. |
| Turkey | RAYBESTOS & Design  | Registered | 165362 | 10/02/1995 | 12 | Affinia International Inc. |
| UAE | RAYBESTOS | Registered | 160949 | 12/07/2011 | 12 | Affinia International Inc. |
| Ukraine | RAYBESTOS DESIGN 2  | Registered | 520625 | 12/22/1987 | 12 | Affinia International Inc. |
| United States | ACE RAYBESTOS ADVANCED CERTIFIED EDUCATION BRAKE & CHASSIS  | Registered | 4,013,435 | 08/16/2011 | 041 | Affinia International Inc. |
| United States | ADVANCED TECHNOLOGY | Registered | 3,270,579 | 07/24/2007 | 12 | Affinia Group Inc. |
| United States | PROFESSIONAL GRADE | Registered | 3,289,238 | 09/04/2007 | 12 | Affinia Group Inc. |
| United States | R-300 | Registered | 4,017,135 | 08/23/2011 | 12 | Affinia International Inc. |
| United States | RAYBESTOS | Registered | 4,019,799 | 08/30/2011 | 12 | Affinia International Inc. |
| United States | RAYBESTOS SAFETY SHIELD & Design  | Registered | 4,013,577 | 08/16/2011 | 12 | Affinia International Inc. |
| United States | RAYBESTOS THE CHOICE IN | Registered | 3,813,596 | 07/06/2010 | 12 | Affinia International Inc. |

| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
|---------------------|---|------------|------------|--------------|---------|----------------------------|
| | CHASSIS & Design | | | | | |
| United States | RAYBESTOS WINGED DESIGN | Registered | 422,723 | 08/06/1946 | 12 | Affinia International Inc. |
| United States | RAYLIANT (stylized) | Pending | 86/404,289 | 09/24/2014 | 12 | Affinia International Inc. |
| United States | RAYLIANT RELIABLE STOPPING POWER | Pending | 86/404,274 | 09/24/2014 | 12 | Affinia International Inc. |
| United States | SERVICE GRADE | Registered | 3,299,936 | 09/25/2007 | 12 | Affinia Group Inc. |
| United States | THE BEST IN BRAKES | Registered | 2,562,738 | 04/23/2002 | 12 | Affinia International Inc. |
| Uruguay | RAYBESTOS & Design  | Registered | 413412 | 06/20/1990 | 12 | Affinia International Inc. |
| Uruguay | RAYBESTOS | Pending | 460.289 | 11/20/2014 | 1 | Affinia International Inc. |
| Uzbekistan | RAYBESTOS | Registered | MGU 18891 | 10/15/2009 | 12 | Affinia International Inc. |
| Venezuela | RAYBESTOS | Pending | 1857414 | 11/27/2014 | 1 | Affinia International Inc. |
| Venezuela | RAYBESTOS | Registered | F158788 | 05/02/1994 | 8 | Affinia International Inc. |
| Venezuela | RAYBESTOS SAFETY SHIELD & Design  | Pending | 2010-19841 | 12/01/2010 | 12 | Affinia International Inc. |
| Venezuela | RAYBESTOS | Pending | 2010-19840 | 12/01/2010 | 12 | Affinia International Inc. |
| Venezuela | RAYBESTOS R-300 | Pending | 2011-4872 | 03/29/2011 | 12 | Affinia International Inc. |
| Vietnam | RAYBESTOS | Registered | 147218 | 06/02/2010 | 12 | Affinia International Inc. |
| WIPO | RAYBESTOS DESIGN 2  | Registered | 520625 | 12/22/1987 | 12 | Affinia International Inc. |
| Zambia | RAYBESTOS | Registered | 71/2009 | 07/28/2008 | 12 | Affinia International Inc. |
| Zimbabwe (Rhodesia) | RAYBESTOS | Registered | 40/36 | 07/20/1936 | 12, 017 | Affinia International Inc. |
| Zimbabwe (Rhodesia) | RAYBESTOS & Design | Pending | 265/98 | 03/05/1998 | 12 | Affinia International Inc. |

| Country | Mark | Status | App/Reg # | App/Reg Date | Classes | Owner |
|------------|---|--------|-----------------|--------------|---------|----------------------------|
| |  | | | | | |
| COMMON LAW |  | | Common law mark | | | Affinia International Inc. |
| COMMON LAW |  | | Common law mark | | | Affinia International Inc. |
| COMMON LAW |  | | Common law mark | | | Affinia International Inc. |
| COMMON LAW |  | | Common law mark | | | Affinia International Inc. |

SCHEDULE B
Purchased Intellectual Property – Domain Names

| Name | Registrant | Exp. Date | Registrar |
|-----------------------------------|-----------------------------|------------------|-------------------------|
| raybestos.asia | Affinia Group Inc. | 02/07/16 | Markmonitor |
| raybestos.com | Affinia Group Inc. | 11/28/16 | Markmonitor |
| raybestos.com.br | Affinia Automotiva Ltda | 07/17/15 | Markmonitor |
| raybestos.com.tw ¹ | Affinia Group Inc. | 06/26/15 | Markmonitor |
| raybestos.com.ve | Danaven C.A. / Adela Molina | 2/23/15 | NIC-Venezuela - CONATEL |
| raybestos.net | Affinia Group Inc. | 02/09/16 | Markmonitor |
| raybestosbrakeandchassis.com | Affinia Group Inc. | 01/31/15 | Markmonitor |
| raybestosbrakeandchassis.net | Affinia Group Inc. | 02/09/16 | Markmonitor |
| raybestosbrakes.com.cn | Affinia Group Inc. | 09/12/16 | Markmonitor |
| raybestostroubleshootingguide.com | Affinia Group Inc. | 11/30/15 | Markmonitor |
| raybestoschassis.com | Affinia Group Inc. | 01/31/15 | Markmonitor |
| raybestoschassis.net | Affinia Group Inc. | 02/19/16 | Markmonitor |
| raybestospowertrain.tw | Affinia Group Inc. | 06/26/15 | Markmonitor |
| raybestosracing.com | Affinia Group Inc. | 12/29/16 | Markmonitor |
| raybestosgarage.com | Affinia Group Inc. | 04/21/15 | Markmonitor |
| raybestos.tw | Affinia Group Inc. | 06/26/15 | Markmonitor |
| raybestos-video-information.com | Affinia Group Inc. | 11/30/15 | Markmonitor |
| readytogo123raybestos.com | Affinia Group Inc. | 09/19/15 | Markmonitor |
| thebestinbrakes.biz | Affinia Group Inc. | 02/18/15 | Markmonitor |
| thebestinbrakes.com | Affinia Group Inc. | 02/14/16 | Markmonitor |

¹ As of December 17, 2014, Sellers are still investigating ownership and control of the domain name raybestos.com.ve; it may or may not be within the ownership or control of Sellers.

SCHEDULE C
Purchased Intellectual Property – Copyrights

| Title | Reg. No. | Status | Exp. Date | Owner |
|--|-----------------|---------------|------------------|--------------------|
| AIMCO-Application Guide, Buyer's Guide, Interchanges (Catalog 1998-99) | TXu877,559 | Registered | 10/05/2026 | Affinia Group Inc. |
| AIMCO-Application Guide, Buyer's Guide, Interchanges- 1997-98 Master Catalog | TXu880,894 | Registered | 10/09/2026 | Affinia Group Inc. |
| Raybestos The Best in Brakes - BPC25 | TX 6-403-173 | Registered | 06/02/2101 | Affinia Group Inc. |
| AMICO Brake Parts Catalog AM07 | TX 6-421-103 | Registered | 06/30/2101 | Affinia Group Inc. |
| Raybestos The Best in Brakes Medium Duty Truck BPC-MD1 | TX 6-421-102 | Registered | 07/31/2101 | Affinia Group Inc. |
| Raybestos The Best in Brakes Interchange Listing RIG06 | TX 6-432-993 | Registered | 07/31/2101 | Affinia Group Inc. |
| AIMCO Interchange Listing Passenger Cars/ Light Trucks/ SUV's AIG06 | TX 6-436-357 | Registered | 08/01/2101 | Affinia Group Inc. |
| Raybestos The Best in Brakes Buyer's Guide/Numerical Listing RBG06 | TX 6-447-796 | Registered | 09/01/2101 | Affinia Group Inc. |
| Raybestos The Best in Brakes Medium Duty Truck Domestic & Import Hydraulic Brake Parts Model Years 1980-2006 BPC-MD1 | TX 6-439-789 | Registered | 09/29/2101 | Affinia Group Inc. |
| Raybestos The Best in Brakes 1987-2007 Quick Reference Guide RQR06 | TX 6-439-387 | Registered | 10/01/2101 | Affinia Group Inc. |
| AIMCO Buyer's Guide/Numerical Listing ABG06 | TX 6-449-406 | Registered | 10/01/2101 | Affinia Group Inc. |
| Raybestos The Best in Brakes Master Reference Guide MRG-7 | TX 6-449-337 | Registered | 10/01/2101 | Affinia Group Inc. |
| Raybestos Special Friction Catalog APS07 | TX 6-567-932 | Registered | 04/30/2102 | Affinia Group Inc. |
| Raybestos The Best in Brakes BPC16A | TX 6-624-943 | Registered | 08/16/2102 | Affinia Group Inc. |
| Raybestos Medium Duty Truck BPC-MD2 | TX 6-960-042 | Registered | 01/16/2103 | Affinia Group Inc. |
| 2008 Raybestos Domestic and Import Brake Parts BPC-LM-08 | TX 6-879-815 | Registered | 08/13/2103 | Affinia Group Inc. |
| Raybestos Model Years 1975-1990 BPC-EM-09 | TX 6-958-989 | Registered | 01/30/2104 | Affinia Group Inc. |
| Raybestos Model Years 1932-1974 BPC-VIN-09 | TX 6-981-644 | Registered | 03/02/2104 | Affinia Group Inc. |
| 2010 Raybestos Medium Duty & Fleet Brake Catalog BPC-MD10 | TX 7-063-713 | Registered | 11/09/2104 | Affinia Group Inc. |
| 1991-2010 Brake Parts Catalog BPC-LM-10 | TX 7-219-342 | Registered | 07/12/2105 | Affinia Group Inc. |
| Raybestos 2000-2011 Quick Reference Guide RQR-11 | TX 7-328-002 | Registered | 01/31/2106 | Affinia Group Inc. |
| Raybestos 1991-1999 Brake Parts Catalog BPC-IM-11 | TX 7-355-294 | Registered | 04/05/2106 | Affinia Group Inc. |
| Raybestos 2000-2012 Brake Parts Catalog BPC-LM-11 | TX 7-362-391 | Registered | 04/05/2106 | Affinia Group Inc. |
| Raybestos 2012 Medium Duty & Fleet Brake Catalog BPC-MD12 | TX 7-450-598 | Registered | 11/04/2106 | Affinia Group Inc. |
| 2000-2012 Raybestos Quick Reference Guide RQR-12 | TX 7-502-861 | Registered | 03/13/2107 | Affinia Group Inc. |
| Raybestos 2013 Heavy Duty Chassis Parts Catalog RCHD-14 (January 2014) Supersedes RCHD-12 | TX 7-823-881 | Registered | 12/26/2108 | Affinia Group Inc. |

