

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/04/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Affinia International Inc.		
Street Address:	1101 Technology Drive		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48108		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0422723	RAYBESTOS	
Registration Number:	2562738	THE BEST IN BRAKES	
Registration Number:	3813596	RAYBESTOS THE CHOICE IN CHASSIS	
Registration Number:	4013435	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATI	
Registration Number:	4013577	RAYBESTOS SAFETY FIRST ENGINEERING RESEA	
Registration Number:	4017135	R-300	
Registration Number:	4019799	RAYBESTOS	
CORRESPONDENCE DATA			
Fax Number:	2125415369		
<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:	212-408-1156		
Email:	patents@chadbourne.com		
Correspondent Name:	Jacob P. Martinez		
Address Line 1:	1301 Avenue of the Americas		
Address Line 2:	c/o Chadbourne & Parke LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	22988.005		
NAME OF SUBMITTER:	Jacob P. Martinez		

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SIGNATURE:	/Jacob P. Martinez/
DATE SIGNED:	05/11/2016
Total Attachments: 3 source=BofA Release to Affinia International Inc_R5015_F0111#page1.tif source=BofA Release to Affinia International Inc_R5015_F0111#page2.tif source=BofA Release to Affinia International Inc_R5015_F0111#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of May 4, 2016 to AFFINIA INTERNATIONAL INC., a Delaware corporation (the "Grantor"), by BANK OF AMERICA, N.A., in its capacity as agent (in such capacity, the "Agent").

WHEREAS, the Grantor and Agent entered into that certain Trademark Security Agreement, dated as of April 25, 2013, and recorded in the United States Patent and Trademark Office on April 26, 2013 at Reel/Frame No. 5015-0111 (the "Trademark Security Agreement"), pursuant to which the Grantor granted to Agent a security interest in the Released Trademarks (defined below); and

WHEREAS, Agent desires to terminate the Trademark Security Agreement and release its security interest in and liens upon the Released Trademarks;

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

1. Release. Agent hereby acknowledges that the Trademark Security Agreement is terminated and in connection therewith hereby:

(i) releases its lien on and security interest in all trademarks now owned or hereafter acquired by the Grantor, including (a) all right, title and interest in and to any trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all renewals thereof, including those listed on Exhibit A to this Release, and (b) all goodwill associated therewith or symbolized thereby; (collectively, the "Released Trademarks");

(ii) waives and relinquishes all its rights, powers, privileges and remedies with respect to the Released Trademarks; and

(iii) reassigns any and all interest it may have in the Released Trademarks to the Grantor.

2. Recordation of Trademark Release. This Release has been executed and delivered by the Agent for the purpose of recording with the United States Patent and Trademark Office.

3. Governing Law. This Release shall be construed in accordance with the laws of the State of New York without giving effect to any conflict of law principles (but giving effect to laws relating to national banks).

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the date above first written.

BANK OF AMERICA, N.A.,
as Agent

By: Stacy N. Smith
Name: Stacy N. Smith
Title: SVP

EXHIBIT A

Released Trademarks

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Affinia International Inc.	RAYBESTOS WINGED DESIGN	08/06/1946	422,723
Affinia International Inc.	THE BEST IN BRAKES	04/23/2002	2,562,738
Affinia International Inc.	RAYBESTOS THE CHOICE IN CHASSIS & Design	07/06/2010	3,813,596
Affinia International Inc.	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATION BRAKE & CHASSIS	08/16/2011	4,013,435
Affinia International Inc.	RAYBESTOS SAFETY SHIELD & Design	08/16/2011	4,013,577
Affinia International Inc.	R-300	08/23/2011	4,017,135
Affinia International Inc.	RAYBESTOS	08/30/2011	4,019,799

Trademark Applications

None.