

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEDERAL-MOGUL PRODUCTS, INC.		03/02/2017	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	FEDERAL-MOGUL MOTORPARTS CORPORATION		
Street Address:	27300 West Eleven Mile Road		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2569946	THERMO QUIET	
CORRESPONDENCE DATA			
Fax Number:	2483547099		
<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.radomski@federalmogul.com		
Correspondent Name:	Legal Dept		
Address Line 1:	27300 West Eleven Mile Road		
Address Line 4:	Southfield, MICHIGAN 48034		
NAME OF SUBMITTER:	Wendi J. Radomski		
SIGNATURE:	/Wendi J. Radomski/		
DATE SIGNED:	03/02/2017		
Total Attachments: 1			
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TRADEMARK ASSIGNMENT

This Assignment of TradeMark, effective February 28, 2013, (the "Assignment") is entered into by and between Federal-Mogul Products, Inc., a Missouri Corporation, with an address of 27300 West Eleven Mile Road (the "Assignor"), and Federal-Mogul Motorparts Corporation, a Delaware Corporation, with an address of 27300 West Eleven Mile Road (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark THERMOQUIET, as set forth below (the "Mark").

U.S. Trademark Registration No. 2569946

WHEREAS, Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all the Assignor's right, title and interest in and to the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee the Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and all other rights which Assignor has enjoyed thereunder, including any and all rights of recovery based on past, present or future infringements thereof and the right to initiate other proceedings before all government and administrative bodies with respect to the Mark.

The Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such documents, material, information, or assistance as Assignee may consider necessary.

Federal-Mogul Products, Inc.
By: *MaryAnn C. Fick*
Name: MaryAnn C. Fick
Its: Intellectual Property Counsel
Date: March 2, 2017

Federal-Mogul Motorparts Corporation
By: *Lisa Mikalonis*
Name: Lisa Mikalonis
Its: Intellectual Property Counsel
Date: March 2, 2017

Subscribed, sworn to and acknowledged before me this 2nd day of March 2017

Julie A. Gurnow
Notary Public

JULIE A. GURNOW
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES May 11, 2019
ACTING IN COUNTY OF *Oakland*