

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		10/30/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Federal-Mogul Filtration LLC		
Street Address:	27300 WEST 11 MILE ROAD		
Internal Address:	SUITE 270		
City:	SOUTHFIELD		
State/Country:	MICHIGAN		
Postal Code:	48034		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76109058	INTERFIL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	20644271		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	10/30/2020		
Total Attachments: 4			
source=Project Bulldog - Termination and Release of Security Interest in Trademarks (March Indenture) (738447017_3)#page1.tif			
source=Project Bulldog - Termination and Release of Security Interest in Trademarks (March Indenture)			

CH \$40.00 76109058

(738447017_3)#page2.tif

source=Project Bulldog - Termination and Release of Security Interest in Trademarks (March Indenture)

(738447017_3)#page3.tif

source=Project Bulldog - Termination and Release of Security Interest in Trademarks (March Indenture)

(738447017_3)#page4.tif

**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This **PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Partial Termination and Release”) dated as of October 30, 2020, is made by Wilmington Trust, National Association, a national banking association organized under the laws of the United States, solely in its capacity as successor collateral trustee under the Collateral Trust Agreement referenced in the Collateral Agreement (defined below) (the “Collateral Trustee”), in favor of Federal-Mogul Filtration LLC (the “Grantor”). All capitalized terms used but not defined herein have the meanings given to them in the Trademark Security Grant (as defined below) or the Collateral Agreement (as defined below), as applicable.

WHEREAS, the Grantor is a party to that certain Collateral Agreement, dated as of March 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors party thereto and the Collateral Trustee pursuant to which the Grantor granted a security interest to the Collateral Trustee in the Trademark Collateral (as defined below);

WHEREAS, the Grantor has granted the Collateral Trustee a security interest in and lien on certain Trademarks and Trademark Licenses owned by or in which the Grantor has rights (the “Trademark Collateral”), including the Trademark Collateral described in that certain Confirmatory Grant of Security Interest in United States Trademarks, dated as of March 30, 2017 and identified on the attached Schedule A (the “Trademark Security Grant”);

WHEREAS, the Trademark Security Grant was recorded with the United States Patent and Trademark Office (“USPTO”) on June 22, 2017, at Reel/Frame 6089/0480;

WHEREAS, pursuant to the Resignation and Appointment Joinder, Assumption and Designation Agreement, dated October 1, 2018 (the “Resignation and Appointment”), Wilmington Trust, National Association became successor to Bank of America, N.A., as Collateral Trustee under the Amended and Restated Collateral Trust Agreement, dated as of April 15, 2014 (as so amended, the “Collateral Trust Agreement”);

WHEREAS, the Resignation and Appointment was recorded with the USPTO on October 26, 2018 at Reel/Frame 047630/0661;

WHEREAS, Federal-Mogul Motorparts LLC, a Delaware limited liability company (“FMM”), has entered into that certain Purchase Agreement, dated as of October 17, 2020 (as amended pursuant to that certain Amendment No. 1 to Purchase Agreement, dated as of October 29, 2020, the “Purchase Agreement”), among FMM, the other Sellers (as defined therein) party thereto, the Buyers (as defined therein) party thereto and the other parties thereto, pursuant to which, among other things, FMM will sell its all of the equity interest in the Grantor (such transaction, the “Sale”);

WHEREAS, upon the Sale, the Grantor shall be released from the Collateral Agreement thereby requiring a release of the Trademark Collateral (the “Subject Assets”);

WHEREAS, the Grantor has requested that the Collateral Trustee enter into this Partial Termination and Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Trustee may have in the Subject Assets; and

WHEREAS, the Collateral Trustee desires to terminate and release its security interest in the Subject Assets.

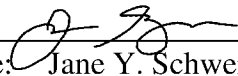
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Trustee hereby agrees:

1. Release of Security Interest. The Collateral Trustee hereby releases, terminates and discharges all liens and security interests the Collateral Trustee has in, to and under the Subject Assets.
2. Filing the Release. The Collateral Trustee authorizes and requests that this Partial Termination and Release be filed and recorded at the USPTO at the Grantor's sole cost and expense.
3. Counterparts; Electronic Transmission. This Partial Termination and Release may be executed and delivered by facsimile or other means of electronic transmission and such transmission shall constitute an original for all purposes.
4. Governing Law. This Partial Termination and Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Partial Termination and Release and the transactions contemplated hereby shall be construed in accordance with and governed by the law of the state of New York, without reference to its conflict of laws principles.
5. Scope of Release. Nothing herein shall impair or affect the Collateral Trustee's Liens on the Collateral, which Liens remain in full force and effect, other than the Subject Assets.
6. Concerning the Collateral Trustee. Wilmington Trust, National Association is executing this Partial Termination and Release solely in its capacity as successor Collateral Trustee under the Collateral Trust Agreement, and in acting hereunder, shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Trustee in the Collateral Trust Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Partial Termination and Release by its duly authorized officer as of the date first above written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Trustee**

By: 
Name: Jane Y. Schweiger
Title: Vice President

SCHEDULE A

Trademark Name/Image	Application Number Application Date	Registration Number Registration Date	Status	Owner
INTERFIL	76109058 8/14/2000	2577553 6/11/2002	Registered	Federal-Mogul Filtration LLC

738447017