

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dana Corporation		11/30/2004	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Affinia Group Inc.
<b>Street Address:</b>	1796 Indian Wood Circle
<b>City:</b>	Maumee
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	43537
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2489600	PROFESSIONAL GRADE CHASSIS
Registration Number:	1425477	CAM PAC
Registration Number:	1398444	ENGINE PAC
Registration Number:	1415574	LOAD RIDERS
Registration Number:	1681113	MCQUAY-NORRIS
Registration Number:	1408378	PAYLOAD SPRING
Registration Number:	2823527	SUPER-BRUTE
Registration Number:	809860	UNI-MOTIVE
Serial Number:	78368595	XACT-FIT
Serial Number:	78135147	TRU-CROSS
Serial Number:	78246772	BRUTE POWER
Serial Number:	78246785	BRUTE POWER
Serial Number:	78247174	SUPER-BRUTE

**CORRESPONDENCE DATA**

**900017318**

**TRADEMARK  
 REEL: 002999 FRAME: 0290**

**OP \$340.00 2489600**

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NAME OF SUBMITTER:	Christopher Mitchell
Signature:	/cm/
Date:	12/29/2004

Total Attachments: 9  
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## ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION (this "*Assignment*"), dated as of November 30, 2004, is by and among Affinia Group Inc., a Delaware corporation ("*Purchaser*") and Dana Corporation, a Virginia corporation ("*Dana*").

### W I T N E S S E T H:

WHEREAS, pursuant to, and on the terms and subject to the conditions of, the Stock and Asset Purchase Agreement, dated as of July 8, 2004 (the "*Purchase Agreement*"), by and between Dana and Purchaser, Dana has agreed to sell, assign, transfer, convey and deliver, or cause one or more of its Subsidiaries (other than an Acquired Company) to sell, assign, transfer, convey and deliver to Purchaser and its Subsidiaries, and Purchaser has agreed to purchase, acquire and accept from Dana, all of Dana's respective right, title and interest in, to and under all of the Purchased Assets, and Purchaser has agreed to assume the Assumed Liabilities; and

WHEREAS, the Purchased Intellectual Property constitutes a portion of the Purchased Assets.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows (all capitalized terms herein shall have the same respective meanings as prescribed to them in the Purchase Agreement).

1. Effective as of the Closing and on the terms and subject to the conditions of the Purchase Agreement, (a) Dana hereby assigns, transfers, conveys and delivers to Purchaser, and (b) Purchaser hereby (i) accepts such assignment, transfer, conveyance and delivery of all of Dana's respective right, title and interest in, to and under the Purchased Intellectual Property including the Intellectual Property set forth on Schedule A hereto and (ii) assumes all of the Assumed Liabilities relating to, arising out of or resulting from the Purchased Intellectual Property including the Intellectual Property set forth on Schedule A hereto.

2. The respective rights of Dana, on the one hand, and Purchaser, on the other, with respect to the Purchased Intellectual Property and the related Assumed Liabilities shall be governed by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the parties agree that the Purchase Agreement shall control.

3. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

4. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws.

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

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

DANA CORPORATION

By: A. Glenn Paton  
Name: A. GLENN PATON  
Title: VICE PRESIDENT - TREASURER

AFFINIA GROUP INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

DANA CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

AFFINIA GROUP INC.

By: Susan J. Stewart  
Name: Susan J. Stewart  
Title: Assistant Secretary

# Schedule A

## Trademarks

Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date
PROFESSIONAL GRADE CHASSIS	75848508	15-Nov-1999	2489600	11-Sep-2001
CAM PAC			1425477	20-Jan-1987
ENGINE PAC			1398444	24-Jun-1986
LOAD RIDERS			1415574	04-Nov-1986
MCQUAY-NORRIS	73822193	28-Aug-1989	1681113	31-Mar-2002
PAY LOAD SPRING & DESIGN	571894	05-Dec-1985	1408378	09-Sep-1986
SUPER-BRUTE	78247116	08-May-2003	2823527	16-Mar-2004
UNI-MOTIVE			809860	14-Jun-1986

## Trademark Applications

Trademark Application	Appl. No.	Filing Date	Reg. No.	Reg. Date
RTS				
SPS				
STS				
TOUGHEST GASKETS ON THE BLOCK				
XACT-FIT	78368595	16-Feb-2004		
TRU-CROSS	78135147	12-Jun-2002		
BRUTE POWER	78246772	5/7/2003		
BRUTE POWER	78246785	5/7/2003		
SAFE-T-GARD				
POSILOK				
SUPER-BRUTE	78247174	08-May-2003		

# Patents

Title	App. No.	Patent No.
Floating lip seal assembly.	06/800,862	4,588,195
Vice jaw support apparatus.	06/913,177	4,711,439
Fluid pressure seal with pressure distortion barrier.	06/868,458	4,747,605
Unitary compression member and wear indicator for a ball joint.	07/054,346	4,749,299
Superflex seal/secondary lip.	07/212,559	4,844,484
CV joint tool.	07/162,311	4,868,966
Preloaded steering ball joint assembly and method.	07/137,393	4,875,794
Socket bearing.	07/371,370	4,904,106
Quick change holder for mold inserts.	07/282,381	4,911,632
Bearing for a ball and socket.	07/453,601	5,011,320
Preloaded ball socket assembly.	07/749,640	5,116,159
Flexible non-metallic bearing liner for telescopic steering column.	07/708,549	5,383,811
Annual lubricant seal assembly.	07/939,132	5,398,942
Dust boot retainer ring.	08/260,947	5,466,084
Compression pre-loaded ball and socket joint assembly.	08/277,714	5,496,125
Annual lubricant seal assembly.	08/407,811	5,522,600
Ball and socket joint assembly.	08/363,569	5,564,853
Compression pre-loaded ball socket joint assembly & non-oscillating socket joint.	08/277,711	5,607,249
Constant radial load ring for dust boot of a socket joint assembly.	08/638,269	5,649,779
Prepackaged ball joint.	08/460,445	5,672,024
Ball and socket joint assembly with self-centering retainer ring.	08/551,086	5,704,727
Prevailing torque adjusting.	08/533,629	5,713,686



<b>Title</b>	<b>App. No.</b>	<b>Patent No.</b>
Polywedge bearing for use with ball and socket.	08/847,238	5,772,337
A polymeric based composite.	08/579,036	5,866,647
Ball joint with polymer housing.	08/893,100	5,885,022
Dry wedge ball and socket joint.	08/886,768	5,904,436
Split taper bushing.	09/041,651	5,961,219
Radial ring bearing set for ball and socket joints.	09/188,841	6,019,541
Low torque ball & socket joint assembly.	09/052,186	6,042,293
Composite stud.	09/095,542	6,059,480
Boot seal for a ball & socket joint.	09/053,976	6,102,604
Independent wear indicator assembly for vehicular steering knuckle, ball & socket joints and other similar devices.	09/067,368	6,152,637
Improved bearing set for a ball joint assembly.	09/041,906	6,164,861
Gage assembly and method.	09/473,260	6,269,545
Gage assembly and method.	09/470,349	6,298,570
Anchor post non-articulating idler socket joint.	09/579,647	6,371,682
Brake wear sensor.	09/774,958	6,384,721
Electronically controlled axle assembly.	09/771,683	6,461,267
Bearing socket liner for ball joint.	09/887,851	6,505,990
A sleeved dust cover.	09/469,801	6,536,779
Threaded conversion kit for replacement ball joints.	09/828,063	6,550,120
High articulation dust boot for ball joint.	09/874,951	6,644,671

# Patent Applications

<b>Title</b>	<b>App. No.</b>
Activity based management system with integrated real time human resource task performance data.	09/967,336

# Copyrights

Copyrights	Appl. No.	Filing Date	Reg. No.	Reg. Date
COPYRIGHT - IMPORT IDLE/SHUT-OFF SOLENOIDS (EMISSION CONTROLS)			TX594756	18-Nov-1980