

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brake Pro., Ltd		11/08/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Affinia Canada Corp.
Street Address:	6601A Goreway Dr.
City:	Mississauga
State/Country:	CANADA
Postal Code:	L4V 1V6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78437107	INTEGRASHOE
Serial Number:	78435658	CCM
Serial Number:	78447269	CANADIAN METALLIC
Serial Number:	74293106	CM 18
Serial Number:	74293105	CM
Serial Number:	74285618	INTEGRABLOK
Serial Number:	73616317	BRAKE-PRO
Serial Number:	78562492	BRAKEPRO

CORRESPONDENCE DATA

Fax Number: (248)566-8533
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2485668532
 Email: tmdocketing@honigman.com
 Correspondent Name: Jennifer Sheehan Anderson
 Address Line 1: 38500 Woodward Ave., Suite 100

CH \$215.00 78437107

Address Line 4: Bloomfield Hills, MICHIGAN 48305

ATTORNEY DOCKET NUMBER:

215407-114660 TO AFFINIA

DOMESTIC REPRESENTATIVE

Name: Jennifer Sheehan Anderson

Address Line 1: 38500 Woodward Ave., Suite 100

Address Line 4: Bloomfield Hills, MICHIGAN 48305

NAME OF SUBMITTER:

Jennifer Sheehan Anderson

Signature:

/Jennifer Sheehan Anderson/

Date:

11/12/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT – U.S. TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this “Assignment”) dated as of November 8, 2007, (the “Effective Date”) is made by and between Brake Pro, Ltd. a corporation organized under the laws of Canada with a principal address at 250 Doney Crescent Concord, Ontario Canada L4K 3A8 (“Assignor”), and Affinia Canada Corp., a corporation organized under the laws of Canada, with a principal address at 6601A Goreway Dr., Mississauga, Ontario, L4V 1V6, Canada (“Assignee”).

WHEREAS, Assignor and Assignee are, among others, parties to that certain Agreement of Purchase and Sale, dated as of November 8, 2007 (the “Agreement”), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the “Purchased Assets” as defined in the Agreement;

WHEREAS, pursuant to and subject to the Agreement, all of the Assignor’s right, title, interest, and benefit, if any in and to the trademark registrations and applications for registration of trademarks identified and set forth on Schedule A (collectively, the “Trademarks”) and their associated goodwill are to be assigned to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor’s right, title, interest, and benefit in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States, and for all foreign countries that are or may be secured under the laws of the United States, and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title, interest, and benefit in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, any and all reasonable cooperation and assistance at Assignee’s request and

expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with implementation, perfection and/or recording of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

BRAKE PRO., LTD

By: Russell L. Armer

Name: Russell L. Armer

Title: CEO/President

Sworn and subscribed to and before me this 3th day of November, 2007 by Russell L. Armer, CEO/President of Brake Pro, Ltd. who is duly authorized to sign this document.

Sara H. McDaniel
Notary Public

MY COMMISSION EXPIRES
JULY 31ST 2008

AFFINIA CANADA CORP.

By: Thomas H. Madden SE KELLER

Name: THOMAS H. MADDEN STEVEN E. KELLER

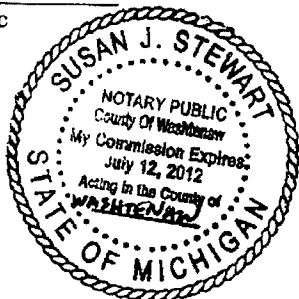
Title: SR. VICE PRESIDENT SECRETARY

State of Michigan :
:SS
County of Washtenaw :

Sworn and subscribed to and before me this _____ day of November, 2007 by
THOMAS H. MADDEN SR. VICE PRESIDENT
STEVEN E. KELLER [name], SECRETARY [title] of Affinia

Canada Corp., who is duly authorized to sign this document.

Susan J. Stewart
Notary Public



Schedule A

Mark	Country	Appl. No.	File Dt.	Reg. No.	Reg. Dt.
INTEGRASHOE	United States	78437107	6/17/2006	http://tess2.uspto.gov/bin/showfield?f=doc&state=tg6thc.4.1	
CCM	United States	78435658	6/15/2004 http://tess2.uspto.gov/bin/showfield?f=doc&state=tg6thc.4.2	http://tess2.uspto.gov/bin/showfield?f=doc&state=tg6thc.4.2	
CANADIAN METALLIC	United States	78447269	7/7/2004	3094492	5/16/2006
CM 18	United States	74293106	7/10/1992	1807355	11/30/1993
CM	United States	74293105	7/10/1992	1809026	12/7/1993
INTEGRABLOK	United States	74285618	6/17/1992	1807354	11/30/1993
BRAKE-PRO SYSTEMS & DESIGN	United States	73616320	8/25/1986	1464502	11/10/1987
BRAKE-PRO	United States	73616317	8/25/1986	1464501	11/10/1987
BRAKEPRO & DESIGN	United States	78562492	2/8/2005	3161658	10/24/2006
CANADIAN METALLIC*	United States	75929820	2/28/2000		
INTEGRABLOK*	United States	76055743	5/24/2000		
TE Design*	United States	74299040	7/29/1992	1778649	6/29/1993
THE PRO SHOP BRAKE – PRO SYSTEMS & DESIGN*	United States	74172021	6/3/1991	1832867	4/26/1994
THE PRO SHOP*	United States	74212764	10/16/1994	1852559	9/6/1994
BRAKE-PRO SYSTEMS & Design*	Mexico	171253	6/24/1993	456072	4/5/1994
BRAKE –PRO*	Mexico	171251	6/24/1993	456071	4/5/1994

* inactive
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