

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|-----------------------|
| Tenneco Canada, Inc. | | 11/07/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------|
| Name: | Brake Pro, Ltd. |
| Street Address: | 250 Doney Crescent |
| City: | Concord, Ontario |
| State/Country: | CANADA |
| Postal Code: | L4K 3A8 |
| Entity Type: | CORPORATION: CANADA |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------|
| Registration Number: | 1464501 | BRAKE-PRO |
| Registration Number: | 1807354 | INTEGRABLOK |
| Serial Number: | 74293106 | CM 18 |
| Registration Number: | 1809026 | CM |
| Registration Number: | 3094492 | CANADIAN METALLIC |
| Registration Number: | 3161658 | BRAKEPRO |
| Serial Number: | 78437107 | INTEGRASHOE |
| Serial Number: | 78435658 | CCM |

CORRESPONDENCE DATA

Fax Number: (248)566-8533

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Jennifer Sheehan Anderson

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TRADEMARK

REEL: 003678 FRAME: 0945

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CH \$215.00 1464501

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:

215407-114660 TENNECO REL

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jennifer Sheehan Anderson

Signature:

/Jennifer Sheehan Anderson/

Date:

12/13/2007

Total Attachments: 4

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RELEASE

TO: AFFINIA CANADA CORP.

RE: Release of security interests and other claims granted by Brake Pro Ltd.
("Brake Pro") in favour of Tenneco Canada Inc. ("Tenneco")

DATE: NOVEMBER 7, 2007

RECITALS:

WHEREAS Tenneco is a secured lender of Brake Pro and has security over all or substantially all of Brake Pro's property, assets and undertaking, including certain intellectual property owned by Brake Pro (collectively, the "**Tenneco Security**");

AND WHEREAS notice of the Tenneco Security has been registered where appropriate including under the *Personal Property Security Act* (Ontario), the *Uniform Commercial Code* (as enacted in the States of the United States of America where Tenneco has registered the Tenneco Security), the United States Patent and Trademark Office and the Canadian Intellectual Property Office (collectively, the "**Registrations**");

AND WHEREAS on July 24, 2007 the Ontario Superior Court of Justice (the "**Court**") granted an order protecting Brake Pro from its creditors pursuant to the *Companies' Creditors Arrangement Act* (Canada) ("**CCAA**");

AND WHEREAS Brake Pro has now ceased operations in the normal course, and has entered into an Asset Purchase Agreement (the "**Asset Purchase Agreement**") with Affinia Canada Corp. (the "**Purchaser**") for the sale of all of Brake Pro's right, title, interest and benefit in and to certain assets, including Transferred Intellectual Property and the Dynanometer (as such terms are defined in the Asset Purchase Agreement), all as more particularly set out in the Asset Purchase Agreement (the Transferred Intellectual Property and the Dynanometer, collectively, the "**Specified Purchased Assets**");

NOW THEREFORE for good and valuable consideration the adequacy and sufficiency of which is hereby acknowledged and to facilitate the sale of, *inter alia*, the Specified Purchased Assets to the Purchaser, Tenneco agrees as follows:

1. **Release.** Effective upon closing of the transaction contemplated by the Asset Purchase Agreement (the "**Closing**"), any and all right, title, interest, benefit and/or claim, secured or otherwise (collectively, "**Claims**") held by Tenneco against the Specified Purchased Assets shall only be asserted in the proceeds arising from the sale of the Specified Purchased Assets (the "**Specified Sale Proceeds**"), and, effective upon Closing, Tenneco shall release any and all Claims in and to the Specified Purchased Assets.
2. **Discharge.** As soon as is reasonably practicable following receipt of all the Specified Sale Proceeds to be distributed to Tenneco in accordance with ~~an~~ order of Court and/or the priority of

the Tenneco Security, which priority may be ultimately determined by the Court, Tenneco shall discharge any registrations relating to the Transferred Intellectual Property, including without limitation, the registrations listed on Schedule "A" hereto, which the Purchaser requests that Tenneco discharge and Purchaser shall have the authority to file releases and/or discharges on Tenneco's behalf to release Tenneco's claims in and to the Specified Purchased Assets.

3. **Governing Law.** This Release shall govern by and is construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

TENNECO CANADA INC.

Per: Anna E. Frueh
Name: Anna E. Frueh
Title: Assistant Secretary

Schedule "A"

Active Patents (United States)

| Patent | App. No | File Date | Patent No. | Issue Date |
|------------------------------------|------------|-----------------|------------|------------------|
| Brake Shoe Assembly With Fasteners | 07/753,118 | August 30, 1991 | 5,255,762 | October 26, 1993 |
| Friction Material | 08/278,748 | July 22, 1994 | 5,501,728 | March 26, 1996 |

Active Trademark Registrations and Applications (Canada)

| Trademark | App. No. | App. Date | Reg. No. | Reg. Date |
|---------------------------------------|-----------|-------------------|------------|--------------------|
| TE & Design | 0,714,066 | October 2, 1992 | TMA426,686 | April 29, 1994 |
| INTEGRABLOK | 0,720,170 | January 7, 1993 | TMA433,401 | September 16, 1994 |
| CM | 0,714,956 | October 16, 1992 | TMA437,586 | December 30, 1994 |
| CM 18 | 0,714,958 | October 16, 1992 | TMA437,587 | December 30, 1994 |
| CANADIAN METALLIC | 1,027,556 | September 1, 1999 | TMA590,036 | September 17, 2003 |
| BRAKEPRO | 1,187,974 | August 21, 2003 | TMA638,492 | April 27, 2005 |
| BRAKEPRO & Design | 1,187,975 | August 21, 2003 | TMA649,111 | September 27, 2005 |
| Pending Trademark Applications | | | | |
| CCM | 1,237,873 | November 19, 2004 | opposed | opposed |
| INTEGRASHOE | 1,237,874 | November 19, 2004 | allowed | allowed |

Active Trademark Registrations and Applications (United States)

| Trademark | App. No. | App. Date | Reg. No. | Reg. Date |
|----------------------------|------------|------------------|-----------|-------------------|
| BRAKE-PRO | 73,616,317 | August 25, 1986 | 1,464,501 | November 10, 1987 |
| BRAKE-PRO SYSTEMS & Design | 73,616,320 | August 25, 1986 | 1,464,502 | November 10, 1987 |
| INTEGRABLOK | 74,285,618 | June 17, 1992 | 1,807,354 | November 30, 1993 |
| CM 18 | 74,293,106 | July 10, 1992 | 1,807,355 | November 30, 1993 |
| CM | 74,293,105 | July 10, 1992 | 1,809,026 | December 7, 1993 |
| CANADIAN METALLIC | 78,447,269 | July 7, 2004 | 3,094,492 | May 16, 2006 |
| BRAKEPRO & Design | 78,562,492 | February 8, 2005 | 3,161,658 | October 24, 2006 |
| INTEGRASHOE | 78,437,107 | June 17, 2006 | | |
| CCM | 78,435,658 | June 15, 2004 | | |

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Active Domain Name Registrations

| URL | Registrant | Creation Date | Expiration Date |
|-----------------|-----------------|-------------------|-------------------|
| brakepro.com | Brake Pro, Ltd. | June 4, 1998 | June 3, 2008 |
| brakepro.net | Brake Pro, Inc. | October 24, 2003 | October 24, 2008 |
| brakeproltd.com | Brake Pro, Ltd. | February 15, 2007 | February 15, 2008 |

Defunct Trademarks (Canada)

| Trademark | App. No. | App. Date | Reg. No. | Reg. Date |
|----------------------------|-----------|------------------|------------|--------------------|
| BRAKE-PRO | 0,594,054 | October 26, 1987 | TMA344,930 | September 16, 1988 |
| BRAKE-PRO SYSTEMS & Design | 0,594,055 | October 26, 1987 | TMA350,947 | February 3, 1989 |
| PRO SHOP LOGO & Design | 0,690,568 | October 1, 1991 | abandoned | abandoned |

Defunct Trademarks (Mexico)

| Trademark | Country | App. No. | File Date | Reg. No. | Reg. Date |
|----------------------------|---------|----------|-----------|----------|-----------|
| BRAKE-PRO | Mexico | 171251 | 6/24/1993 | 456071 | 4/5/1994 |
| BRAKE-PRO SYSTEMS & Design | Mexico | 171253 | 6/24/1993 | 456072 | 4/5/1994 |

Abandoned or Cancelled Trademarks (United States)

| Mark | Appl. No. | File Dt. | Reg. No. | Reg. Dt. |
|--|-----------|------------|----------|-----------|
| CANADIAN METALLIC | 75929820 | 2/28/2000 | | |
| INTEGRABLOK | 76055743 | 5/24/2000 | | |
| TE Design | 74299040 | 7/29/1992 | 1778649 | 6/29/1993 |
| THE PRO SHOP BRAKE -PRO SYSTEMS & DESIGN | 74172021 | 6/3/1991 | 1832867 | 4/26/1994 |
| THE PRO SHOP | 74212764 | 10/16/1994 | 1852559 | 9/6/1994 |

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