

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wachovia Capital Finance Corporation	FORMERLY Congress Financial Corporation	11/07/2007	CORPORATION: CANADA

**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
Registration Number:	1807355	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.*  
 Phone: 2485668532  
 Email: tmdocketing@honigman.com  
 Correspondent Name: Jennifer Sheehan Anderson

CH \$215.00 1464501

Address Line 1: 38500 Woodward Ave., Suite 100  
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER: 215407-114660 WACHOVIA

**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 Wachovia Capital Finance Corporation (formerly Congress Financial Corporation (Canada) ("Wachovia"))

DATE: NOVEMBER 7, 2007

RECITALS:

WHEREAS Wachovia is the senior 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 "Wachovia Security");

AND WHEREAS notice of the Wachovia Security has been registered where appropriate including under the *Personal Property Security Act* (Ontario), the *Uniform Commercial Code* (as enacted in the State of Michigan, the State of Delaware and the District of Columbia), 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, Wachovia 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 Wachovia 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, Wachovia 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 Wachovia in accordance with an order of Court and/or the priority of the Wachovia Security, which priority may be ultimately determined by the Court, Wachovia 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 Wachovia discharge and Purchaser shall have the authority to file releases and/or discharges on Wachovia's behalf to release Wachovia'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.

**WACHOVIA CAPITAL FINANCE  
CORPORATION (CANADA)**

Per: \_\_\_\_\_

Name:

Title:

  
Niall Hamilton

Senior Vice President

Wachovia Capital Finance Corporation  
(Canada)

**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		

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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