

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Federal-Mogul Powertrain, Inc.		12/27/2007	CORPORATION: MICHIGAN

## RECEIVING PARTY DATA

Name:	Citibank, N.A. as Collateral Trustee
Street Address:	388 Greenwich Street, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1574969	BENTLEYHARRIS
Registration Number:	2594407	CONVOSHIELD
Registration Number:	1984205	DELTATHERM
Registration Number:	1008111	EXPANDO
Registration Number:	1584674	FLEXFIT
Registration Number:	1971079	FLEXGUARD
Registration Number:	2698376	FLEXSEAL
Registration Number:	1569716	FLEXWRAP
Registration Number:	2512867	FOAMVOLUTE
Registration Number:	1794989	FYREJACKET
Registration Number:	1793681	FYREROPE
Registration Number:	1817924	FYRETAPE
Registration Number:	1985658	HARNASLEEVE
Registration Number:	3041084	PROGARD

TRADEMARK

REEL: 003688 FRAME: 0315

900095402

CH \$840.00 1574969

Registration Number:	2502225	PROGARD
Registration Number:	3022918	P-TUBE
Registration Number:	1459135	PYRO-CLIP
Registration Number:	1205449	PYROSEAL
Registration Number:	1985657	QUIETSLEEVE
Registration Number:	2088435	REFLECTFOAM
Registration Number:	2325842	REFLECTSLEEVE
Registration Number:	2321648	REFLECTSNAP
Registration Number:	2404610	REFLECTUBE
Registration Number:	2181161	REFLECTWRAP
Registration Number:	1932121	ROUNDIT
Registration Number:	1984201	SLYK SLEEVE
Registration Number:	2026563	THERMFLEX
Registration Number:	2380348	THERM-L-LITE
Registration Number:	1195191	THERMOCORD
Registration Number:	1311077	THERMOJACKET
Registration Number:	1195190	THERMOTAPE
Registration Number:	1310031	THERMOTAPE
Registration Number:	2203594	TWISTTUBE

#### CORRESPONDENCE DATA

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3483  
 Email: dclark@sidley.com  
 Correspondent Name: Dusan Clark, Esq.  
 Address Line 1: Sidley Austin LLP  
 Address Line 2: 717 N. Harwood St., Suite 3400  
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	21202-30020
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	01/03/2008

Total Attachments: 7

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**CONFIRMATORY GRANT OF SECURITY INTERESTS  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS (the “**Confirmatory Grant**”) is made effective as of December 27, 2007 by and from Federal-Mogul Powertrain, Inc., a Michigan corporation (the “**Grantor**”), to and in favor of Citibank, N.A. (the “**Collateral Trustee**”), not individually but solely as Collateral Trustee (as defined in the Collateral Agreement referenced below).

WHEREAS, Federal-Mogul Corporation, a Delaware corporation (the “**Borrower**”), is concurrently herewith entering into a Term Loan and Revolving Credit Agreement dated as of December 27, 2007 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “**Exit Credit Agreement**”) by and among the Borrower, the financial institutions party thereto and Citicorp USA, Inc., as administrative agent (in such capacity, the “**Exit Administrative Agent**”), to enable the Borrower and certain of its subsidiaries to consummate their plan of reorganization pursuant to Chapter 11 of Title 11 of the United States Code (the “**Reorganization Plan**”), pursuant to which the financial institutions party thereto have agreed to make loans and extend other financial accommodations to the Borrower on and after the date hereof; and

WHEREAS, in order to consummate the Reorganization Plan, the Borrower is concurrently herewith entering into a Tranche A Term Loan Agreement dated as of December 27, 2007 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “**Tranche A Agreement**”) by and among the Borrower, the financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “**Tranche A Administrative Agent**”), pursuant to which such financial institutions will be deemed to have made term loans on the date hereof to the Borrower in the aggregate principal amount of \$1,334,590,863.33; and

WHEREAS, in order to consummate the Reorganization Plan, the Borrower and certain of its subsidiaries (including the Grantor) are, concurrently herewith entering into an indenture dated as of December 27, 2007 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “**PIK Indenture**”; together with the Exit Credit Agreement and the Tranche A Agreement, the “**Exit Facilities**”) by and among the Borrower, certain of its subsidiaries, as guarantors, and U.S. Bank National Association, as trustee (in such capacity, the “**PIK Trustee**”), pursuant to which the Borrower shall issue on the date hereof Senior Subordinated Third Priority Secured Notes due 2018 in an original principal amount of \$305,236,000; and

WHEREAS, the Borrower, the Grantor and certain other subsidiaries of the Borrower have entered into a Collateral Agreement dated as of December 27, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) in favor of the Collateral Trustee, pursuant to which (i) the Borrower will grant first, second and third priority security interests in its assets to secure its obligations under the Exit Facilities and (ii) certain subsidiaries of the Borrower (including the Grantor) will grant first, second and third priority security interests in their assets to secure their respective guarantees of the Borrower’s obligations under the Exit Facilities; and

WHEREAS, the relative priorities of the security interests described above are governed by the terms of (i) the Collateral Agreement, (ii) that certain Intercreditor Agreement dated as of December 27, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) by and among the Exit Administrative Agent, the Tranche A Administrative Agent, the PIK Trustee, the Collateral Trustee, the Borrower, certain subsidiaries of the Borrower (including the Grantor) and the other parties thereto and (iii) that certain Collateral Trust Agreement dated as of December 27, 2007 (as the same may be amended, restated, supplemented or

otherwise modified from time to time, the (“**Collateral Trust Agreement**”) by and among the Borrower, certain subsidiaries of the Borrower (including the Grantor) and the Collateral Trustee; and

WHEREAS, the Grantor owns the trademarks (the “**Trademarks**”) listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Collateral Agreement.

2) The Security Interests.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) the First Priority Obligations, (ii) the Second Priority Obligations and (iii) the Third Priority Obligations, each of which constitute a separate and distinct class of secured obligations (collectively, the “**Secured Obligations**”). Upon the payment in full of all of the Secured Obligations (other than contingent indemnification obligations), the Collateral Trustee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Collateral Trustee, to secure the First Priority Obligations, a first priority security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

(c) The Grantor hereby grants to the Collateral Trustee, to secure the Second Priority Obligations, a second priority security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

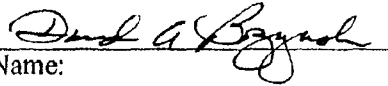
(d) The Grantor hereby grants to the Collateral Trustee, to secure the Third Priority Obligations, a third priority security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

(e) The foregoing security interests are granted in conjunction with the security interests granted by the Grantor to the Collateral Trustee pursuant to the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interests granted herein are without prejudice to and are in addition to those set forth in the Collateral Agreement, the Intercreditor Agreement and the Collateral Trust Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Collateral Agreement, the Intercreditor Agreement or the Collateral Trust Agreement, the provisions of such other documents shall govern.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interests effective as of the date first written above.

IN WITNESS WHEREOF, the Grantor has executed these Confirmatory Grants of Security Interests effective as of the date first written above.

FEDERAL-MOGUL POWERTRAIN, INC.

By:   
Name:  
Title:

[Signature Page to Confirmatory Grant of Security Interest in United States Trademarks, Federal-Mogul Powertrain, Inc.]

Acknowledged:

Citibank N.A.,  
as Collateral Trustee

By:

  
Name: **Shane V. Azzara**  
Title: **Director**

[Signature Page to Confirmatory Grant of Security Interest in United States Trademarks, Federal-  
Mogul Powertrain, Inc.]



## U.S. TRADEMARKS

**EXHIBIT A: FEDERAL-MOGUL POWERTRAIN, INC.**

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
BENTLEYHARRIS	73740474	7/18/1988	1574969	1/2/1990	FEDERAL-MOGUL POWERTRAIN, INC.
CONVOSHIELD	78045671	1/30/2001	2594407	7/16/2002	FEDERAL-MOGUL POWERTRAIN, INC.
DELTATHERM	74709714	8/1/1995	1984205	7/2/1996	FEDERAL-MOGUL POWERTRAIN, INC.
EXPANDO	72465327	8/10/1973	1008111	4/1/1975	FEDERAL-MOGUL POWERTRAIN, INC.
FLEXFIT	73740472	7/18/1988	1584674	2/27/1990	FEDERAL-MOGUL POWERTRAIN, INC.
FLEXGUARD	74626794	1/30/1995	1971079	4/30/1996	FEDERAL-MOGUL POWERTRAIN, INC.
FLEXSEAL	76154754	10/30/2000	2698376	3/18/2003	FEDERAL-MOGUL POWERTRAIN, INC.
FLEXWRAP	73781319	2/17/1989	1569716	12/5/1989	FEDERAL-MOGUL POWERTRAIN, INC.
FOAMVOLUTE	78045807	1/31/2001	2512867	11/27/2001	FEDERAL-MOGUL POWERTRAIN, INC.
FYREJACKET	74351642	1/25/1993	1794989	9/28/1993	FEDERAL-MOGUL POWERTRAIN, INC.
FYREROPE	74351644	1/25/1993	1793681	9/21/1993	FEDERAL-MOGUL POWERTRAIN, INC.
FYRETAPE	74351747	1/25/1993	1817924	1/25/1994	FEDERAL-MOGUL POWERTRAIN, INC.
HARNASLEEVE	74709713	8/1/1995	1985658	7/9/1996	FEDERAL-MOGUL POWERTRAIN, INC.
PROGARD	78515314	11/11/2004	3041084	1/10/2006	FEDERAL-MOGUL POWERTRAIN, INC.
PROGARD	78045814	1/31/2001	2502225	10/30/2001	FEDERAL-MOGUL POWERTRAIN, INC.
P-TUBE	78282810	8/4/2003	3022918	12/6/2005	FEDERAL-MOGUL POWERTRAIN, INC.
PYRO-CLIP	73643721	2/9/1987	1459135	9/29/1987	FEDERAL-MOGUL POWERTRAIN, INC.
PYROSEAL	73298710	2/25/1981	1205449	8/17/1982	FEDERAL-MOGUL POWERTRAIN, INC.

# U.S. TRADEMARKS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
QUIETSLEEVE	74709712	8/1/1995	1985657	7/9/1996	FEDERAL-MOGUL POWERTRAIN, INC.
REFLECTFOAM	75130221	7/5/1996	2088435	8/12/1997	FEDERAL-MOGUL POWERTRAIN, INC.
REFLECTSLEEVE	75593587	11/23/1998	2325842	3/7/2000	FEDERAL-MOGUL POWERTRAIN, INC.
REFLECTSNAP	75657553	3/10/1999	2321648	2/22/2000	FEDERAL-MOGUL POWERTRAIN, INC.
REFLECTUBE	75492348	5/28/1998	2404610	11/14/2000	FEDERAL-MOGUL POWERTRAIN, INC.
REFLECTWRAP	75130220	7/5/1996	2181161	8/11/1998	FEDERAL-MOGUL POWERTRAIN, INC.
ROUNDIT	74460981	11/22/1993	1932121	10/31/1995	FEDERAL-MOGUL POWERTRAIN, INC.
SLYK SLEEVE	74709535	8/1/1995	1984201	7/2/1996	FEDERAL-MOGUL POWERTRAIN, INC.
THERMFLEX	74709536	8/1/1995	2026563	12/31/1996	FEDERAL-MOGUL POWERTRAIN, INC.
THERM-L-LITE	75485699	5/15/1998	2380348	8/29/2000	FEDERAL-MOGUL POWERTRAIN, INC.
THERMOCORD	73298644	2/25/1981	1195191	5/11/1982	FEDERAL-MOGUL POWERTRAIN, INC.
THERMOJACKET	73414580	2/22/1983	1311077	12/25/1984	FEDERAL-MOGUL POWERTRAIN, INC.
THERMOTAPE	73298643	2/25/1981	1195190	5/11/1982	FEDERAL-MOGUL POWERTRAIN, INC.
THERMOTAPE	73414579	2/22/1983	1310031	12/18/1984	FEDERAL-MOGUL POWERTRAIN, INC.
TWISTTUBE	75264072	3/26/1997	2203594	11/17/1998	FEDERAL-MOGUL POWERTRAIN, INC.