

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AFFINIA GROUP INC.		01/14/2009	CORPORATION: DELAWARE
WIX FILTRATION CORP LLC		01/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
BRAKE PARTS INC.		01/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3185171	PRECISION ENGINEERED
Registration Number:	3191886	POWER SOLUTION WITH POWERTRAP TECHNOLOGY
Registration Number:	3191887	POWER SOLUTION
Registration Number:	3195985	POWERTRAP
Registration Number:	3262689	WIX. WHERE IT COUNTS
Registration Number:	3270579	ADVANCED TECHNOLOGY
Registration Number:	3289238	PROFESSIONAL GRADE
Registration Number:	3299936	SERVICE GRADE
Registration Number:	3309125	QOA
Registration Number:	0422723	RAYBESTOS
Registration Number:	3388654	WIX COOL
Serial Number:	77069544	THE PURPOSE DRIVEN COMPANY

OP \$765.00 3185171

Serial Number:	77069410	ONE TEAM. ONE RESULT.
Serial Number:	77069396	KEEPING THE WORLD'S WHEELS TURNING
Serial Number:	77093535	BLACK FUSION
Serial Number:	77221325	ENVIROSHIELD
Serial Number:	77240387	RIDE HEALTHIER
Serial Number:	77275472	
Serial Number:	77275433	SMOG DOG
Serial Number:	77275442	
Serial Number:	77275484	
Serial Number:	77275446	ALLER JEN
Serial Number:	77275454	
Serial Number:	77275461	ODOR RUSS
Serial Number:	77275467	NASTIES
Serial Number:	77275474	TOX'N
Serial Number:	77327175	BRAKE-PRO SYSTEMS
Serial Number:	77348079	FREECAT
Serial Number:	77532696	RAYBESTOS
Serial Number:	77458319	WRAPT R

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34062
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/21/2009

Total Attachments: 7
source=34062#page1.tif
source=34062#page2.tif
source=34062#page3.tif
source=34062#page4.tif

source=34062#page5.tif
source=34062#page6.tif
source=34062#page7.tif

[EXECUTION COPY]

TRADEMARK SECURITY AGREEMENT, dated as of January 14, 2009 (this "Agreement"), among AFFINIA GROUP INC., WIX FILTRATION CORP LLC and BRAKE PARTS INC. (each a "Grantor" and together the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties, as defined in the Collateral Agreement.

Reference is made to the Guarantee and Collateral Agreement dated as of November 30, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Affinia Group Intermediate Holdings Inc., the Grantors, each other Subsidiary Loan Party identified therein and the Collateral Agent. The Lenders have agreed to extend credit to Affinia Group Inc. (the "Borrower") subject to the terms and conditions set forth in the Credit Agreement dated as of November 30, 2004 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

[[3115518]]

TRADEMARK
REEL: 003927 FRAME: 0964

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

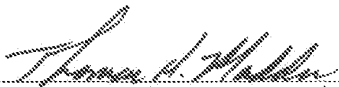
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[[31159103]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

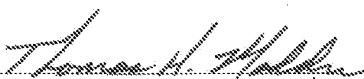
AFFINIA GROUP INC.,

by


Name: THOMAS H. MADDEN
Title: SR. VICE PRESIDENT

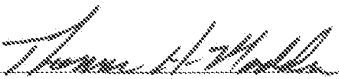
WIX FILTRATION CORP LLC,

by


Name: THOMAS H. MADDEN
Title: VICE PRESIDENT

BRAKE PARTS INC.,

by


Name: THOMAS H. MADDEN
Title: VICE PRESIDENT

001510

JPMORGAN CHASE BANK, NA
Collateral Agent,

by 
Name: ROBERT P. KELLAS
Title: EXECUTIVE DIRECTOR

001100SH

Schedule I

I. Trademarks

Registered Owner	Mark	Registration Number	Registration Date
Brake Parts Inc.	PRECISION ENGINEERED	3,185,171	12/19/2006
Wix Filtration Corp LLC	POWER SOLUTION DESIGN	3,191,886	1/2/2007
Wix Filtration Corp LLC	POWER SOLUTION	3,191,887	1/2/2007
Wix Filtration Corp LLC	POWERTRAP	3,195,985	1/9/2007
Wix Filtration Corp LLC	WIX. WHERE IT COUNTS	3,262,689	7/10/2007
Affinia Group Inc.	ADVANCED TECHNOLOGY	3,270,579	7/24/2007
Affinia Group Inc.	PROFESSIONAL GRADE	3,289,238	9/4/2007
Affinia Group Inc.	SERVICE GRADE	3,299,936	9/25/2007
Affinia Group Inc.	QOA	3,309,125	10/9/2007
Brake Parts Inc	RAYBESTOS WINGED DESIGN	422,723	8/6/1946
Wix Filtration Corp LLC	WIX COOL	3,388,654	2/26/2008

II. Trademark Applications

Registered Owner	Mark	Registration Number	Date Filed
Affinia Group Inc.	THE PURPOSE DRIVEN COMPANY	77/069,544	12/21/2006
Affinia Group Inc.	ONE TEAM. ONE RESULT	77/069,410	12/21/2006
Affinia Group Inc.	KEEPING THE WORLDS WHEELS TURNING	77/069,396	12/21/2006
Affinia Group Inc.	BLACK FUSION	77/093,535	1/29/2007
Wix Filtration Corp LLC	ENVIROSHIELD	77/221,325	7/3/2007
Wix Filtration Corp LLC	RIDE HEALTHIER	77/240,387	7/27/2007
Wix Filtration Corp LLC	TOX'N DESIGN (Character)	77/275,472	9/10/2007
Wix Filtration Corp LLC	SMOG DOG	77/275,433	9/10/2007
Wix Filtration Corp LLC	SMOG DOG DESIGN (Character)	77/275,442	9/10/2007
Wix Filtration Corp LLC	ALLER JEN DESIGN (Character)	77/275,484	9/10/2007
Wix Filtration Corp LLC	ALLER JEN	77/275,446	9/10/2007
Wix Filtration Corp LLC	ODOR RUSS DESIGN (Character)	77/275,454	9/10/2007
Wix Filtration Corp LLC	ODOR RUSS5	77/275,461	9/10/2007
Wix Filtration Corp LLC	NASTIES	77/275,467	9/10/2007
Wix Filtration Corp LLC	TOX'N	77/275,474	9/10/2007
Affinia Group Inc.	BRAKE-PRO SYSTEMS	77/327,175	11/12/2007
Affinia Group Inc.	FREeCAT	77/348,079	12/10/2007
Brake Parts Inc.	RAYBESTOS	77/532,696	7/28/2008

IP115181

Wix Filtration Corp LLC	WRAPTOR & DESIGN	777458,319	4/25/2008
-------------------------	------------------	------------	-----------

III. Trademark Licenses

None.

00105681