

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		08/13/2009	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Affinia Group Inc.
Street Address:	1101 Technology Drive
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48101
Entity Type:	CORPORATION: DELAWARE

Name:	Brake Parts Inc.
Street Address:	1101 Technology Drive
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48101
Entity Type:	CORPORATION: DELAWARE

Name:	Wix Filtration Corp. LLC
Street Address:	1101 Technology Drive
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48101
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	1288661	VERA
Registration Number:	1681113	MCQUAY-NORRIS

OP \$1365.00 1288661

900141877

**TRADEMARK
 REEL: 004052 FRAME: 0091**

Registration Number:	1753073	LOCKWORKS
Registration Number:	2489600	PROFESSIONAL GRADE CHASSIS
Registration Number:	3270579	ADVANCED TECHNOLOGY
Registration Number:	3289238	PROFESSIONAL GRADE
Registration Number:	3299936	SERVICE GRADE
Registration Number:	3309125	QOA
Registration Number:	1625614	ALLSAFE
Registration Number:	1670175	AIMCO
Registration Number:	1984124	BRUTESTOP
Registration Number:	2562738	THE BEST IN BRAKES
Registration Number:	2916177	NS NOISE SOLUTION
Registration Number:	3017490	FRICTION READY
Registration Number:	0711461	UNITED
Registration Number:	0715262	UNITED
Registration Number:	2401955	QS
Registration Number:	2472983	QUIET STOP
Registration Number:	2855178	VSM
Registration Number:	3185171	PRECISION ENGINEERED
Registration Number:	0578479	WIX
Registration Number:	0799304	AIR REFINER BRAND
Registration Number:	1671066	PRO-TEC
Registration Number:	2351054	SPORT TRUCK PERFORMANCE
Registration Number:	2365191	PROCALC
Registration Number:	2641038	XD
Registration Number:	2720027	SPIN-FLOW
Registration Number:	2753349	
Registration Number:	2782387	AQUACHEK
Registration Number:	2845453	POWERTRAP
Registration Number:	2911647	SETTING A NEW STANDARD FOR COMPRESSED AIR MOISTURE CONTROL
Registration Number:	2993608	WIX CONNECT
Registration Number:	3015155	TAKE IT FOR A SPIN
Registration Number:	3048529	XE
Registration Number:	3059386	QUICKVENT
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:	3388654	WIX COOL
Registration Number:	3562076	
Registration Number:	3562074	
Registration Number:	3620029	RIDE HEALTHIER
Registration Number:	3562073	
Registration Number:	3562075	
Serial Number:	77327175	BRAKE-PRO SYSTEMS
Serial Number:	77348079	FREECAT
Serial Number:	77532696	RAYBESTOS
Serial Number:	77275446	ALLER JEN
Serial Number:	77221325	ENVIROSHIELD
Serial Number:	77275467	NASTIES
Serial Number:	77275461	ODOR RUSS
Serial Number:	77275433	SMOG DOG
Serial Number:	77275474	TOX'N

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
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Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34775
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/26/2009

Total Attachments: 7
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of August 13, 2009, from JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Secured Parties"), to Affinia Group Inc., Brake Parts Inc. and Wix Filtration Corp. LLC (collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 30, 2004, made by the Grantors and each other Subsidiary Loan Party identified therein in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, an agreement evidencing the Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office on January 14, 2005, at Reel 3104 and Frame 0352; Reel 3104 and Frame 0363 and Reel 3104 and Frame 0333; and on January 22, 2009 at Reel 3927 and Frame 0961.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest, granted pursuant to the Collateral Agreement, in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

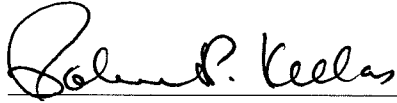
1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest, granted pursuant to the Collateral Agreement, in the Trademark Collateral, and any right, title or interest of the Agent, granted pursuant to the Collateral Agreement, in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest, granted pursuant to the Collateral Agreement, contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.,

By: 

Name:

Title:

**ROBERT P. KELLAS
EXECUTIVE DIRECTOR**

[Signature page to Trademark Release]

**TRADEMARK
REEL: 004052 FRAME: 0096**

Schedule A

U.S. Trademark Applications and Registrations

Trademark	Application / Registration Number
VERA	1,288,661
MCQUAY-NORRIS	1,681,113
LOCKWORKS	1,753,073
PROFESSIONAL GRADE CHASSIS	2,489,600
ADVANCED TECHNOLOGY	3,270,579
PROFESSIONAL GRADE	3,289,238
SERVICE GRADE	3,299,936
QOA	3,309,125
BRAKE-PRO SYSTEMS	77/327,175
FREeCAT	77/348,079
ALLSAFE	1,625,614
AIMCO	1,670,175
BRUTESTOP	1,984,124
THE BEST IN BRAKES	2,562,738
NS NOISE SOLUTION	2,916,177
FRICTION READY	3,017,490
RAYBESTOS	77/532,696
RAYBESTOS	422,723
UNITED	711,461
UNITED	715,262
QS	2,401,955
QUIET STOP	2,472,983
VSM	2,855,178
PRECISION ENGINEERED	3,185,171

Trademark	Application / Registration Number
WIX	578,479
AIR REFINER BRAND	799,304
PRO-TEC	1,671,066
SPORT TRUCK PERFORMANCE	2,351,054
PROCALC	2,365,191
XD	2,641,038
SPIN-FLOW	2,720,027
[Design Only]	2,753,349
AQUACHEK	2,782,387
POWERTRAP	2,845,453
SETTING A NEW STANDARD FOR COMPRESSED AIR MOISTURE CONTROL	2,911,647
WIX CONNECT	2,993,608
TAKE IT FOR A SPIN	3,015,155
XE	3,048,529
QUICKVENT	3,059,386
POWER SOLUTION DESIGN	3,191,886
POWER SOLUTION	3,191,887
POWERTRAP	3,195,985
WIX. WHERE IT COUNTS	3,262,689
WIX COOL	3,388,654
ALLER JEN DESIGN (Character)	3,562,076
ALLER JEN	77/275,446
ENVIROSHIELD	77/221,325
NASTIES	77/275,467
ODOR RUSS	77/275,461
ODOR RUSS DESIGN	3,562,074
RIDE HEALTHIER	3,620,029

Trademark	Application / Registration Number
SMOG DOG	77/275,433
SMOG DOG DESIGN (Character)	3,562,073
TOX'N DESIGN (Character)	3,562,075
TOX'N	77/275,474