

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
BRAKE PARTS INC.		08/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB, as Noteholder Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
Entity Type:	Bank: UNITED STATES		
Name:	Bank of America, N.A., as ABL Collateral Agent		
Street Address:	2600 West Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1625614	ALLSAFE	
Registration Number:	1670175	AIMCO	
Registration Number:	1984124	BRUTESTOP	
Registration Number:	2401955	QS	
Registration Number:	2472983	QUIET STOP	
Registration Number:	2562738	THE BEST IN BRAKES	
Registration Number:	2855178	VSM	
Registration Number:	2916177	NS NOISE SOLUTION	

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TRADEMARK
 REEL: 004053 FRAME: 0292

Registration Number:	3017490	FRICTION READY
Registration Number:	3185171	PRECISION ENGINEERED
Registration Number:	0422723	RAYBESTOS
Registration Number:	0711461	UNITED
Registration Number:	0715262	UNITED
Serial Number:	77325696	LASERLYTE LIFT

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.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

34771

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

08/26/2009

Total Attachments: 9

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This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 13, 2009, is made by BRAKE PARTS INC. (the "Grantor") in favor of WILMINGTON TRUST FSB, as noteholder collateral agent (including its successors and assigns, the "Noteholder Collateral Agent"), and BANK OF AMERICA, N.A, as collateral agent (including its successors and assigns, the "ABL Collateral Agent").

WHEREAS, the Grantor has entered into an Indenture dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Noteholder Credit Agreement"), with Wilmington Trust FSB, as Trustee and Noteholder Collateral Agent, Affinia Group Inc. (the "Company"), Affinia Group Intermediate Holdings Inc. ("Holdings") and the other subsidiaries party thereto; and

WHEREAS, in connection with the Noteholder Credit Agreement, the Grantor entered into the Collateral Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Noteholder Security Agreement") among the Company, Holdings, the other subsidiaries party thereto and the Noteholder Collateral Agent for the benefit of the Secured Parties (as defined therein)(the "Noteholder Secured Parties"); and

WHEREAS, the Grantor has entered into an ABL Credit Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among the Company, Holdings, the other subsidiaries of Holdings party thereto, the ABL Collateral Agent and the other Lenders party thereto, pursuant to which the Lenders have agreed to extend Loans to the Borrowers subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the ABL Credit Agreement, the Grantor entered into the U.S. Security Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Security Agreement", and together with the Noteholder Security Agreement, the "Security Agreements"), among the Company, Holdings, each other subsidiary of Holdings party thereto and the ABL Collateral Agent, for the benefit of the Secured Parties (as defined therein)(the "ABL Secured Parties"); and

WHEREAS, the Grantor entered into the Lien Subordination and Intercreditor Agreement dated as of August 13, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the ABL Collateral Agent, the Noteholder Collateral Agent, the Company, Holdings and the other parties listed therein, pursuant to which the security interests in the Noteholder First Lien Collateral (as defined in the Intercreditor Agreement) granted for the benefit of the ABL Secured Parties are subordinated to the security interests in the Noteholder First Lien Collateral granted for the benefit of the Noteholder Secured Parties, on the terms and conditions stated in the Intercreditor Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 Agreements or the Intercreditor Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor, pursuant to the applicable Security Agreement, hereby grants to the Noteholder Collateral Agent for the ratable benefit of the Noteholder Secured Parties, and the ABL Collateral Agent for the ratable benefit of the ABL Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Trademark Collateral"):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, 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 trademark under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(b) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

SECTION 3. Acknowledgement. The security interests granted to the Noteholder Collateral Agent and the ABL Collateral Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the Noteholder Collateral Agent and the ABL Collateral Agent pursuant to the applicable Security Agreement (and are subject to the terms and conditions of the Intercreditor Agreement). The Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholder Collateral Agent and the ABL Collateral Agent with respect to the Trademark Collateral are more fully set forth in the applicable Security Agreement and the Intercreditor 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 Agreements, the terms of the Security Agreements shall govern.

SECTION 4. Intercreditor Agreement. The security interests created by this Agreement on the property described herein, granted to the ABL Collateral Agent for the benefit of the ABL Secured Parties, are junior and subordinate to the security interests on such property created by this Agreement or any similar instrument now or hereafter

granted to the Noteholder Collateral Agent in such property, in accordance with the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Recordation. The Grantor authorizes and requests that the United States Commissioner for Trademarks and the Canadian Intellectual Property Office record this Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

BRAKE PARTS INC.,

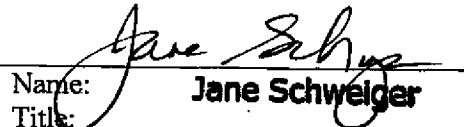
by 

Name: THOMAS KACZYNSKI
Title: TREASURER

Signature page of the Trademark Security Agreement with Brake Parts Inc.

WILMINGTON TRUST FSB, as
Noteholder Collateral Agent

by


Name: **Jane Schweiger**
Title: **Vice President**

Signature Page to Brake Parts Inc. Trademark Security Agreement

BANK OF AMERICA, N.A. as
ABL Collateral Agent

by



Name: PHILIP DEBUSCH
Title: VP

[Brake Parts Inc. Trademark Security Agreement]

TRADEMARK
REEL: 004053 FRAME: 0299

Schedule A

1. United States Trademark registrations and applications

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
RAYBESTOS	77/325696	7/28/2008	N/A	N/A
ALLSAFE	73,827,975	9/27/1989	1,625,614	12/4/1990
AIMCO	74/144,244	3/4/1991	1,670,175	12/31/1991
BRUTESTOP	74/702,497	6/12/1995	1,984,124	7/2/1996
QS	75/836,481	11/1/1999	2,401,955	11/7/2000
QUIET STOP	75,849,010	11/15/1999	2,472,983	7/31/2001
THE BEST IN BRAKES	75,546,682	9/2/1998	2,562,738	4/23/2002
VSM	78/184,226	11/12/2002	2,855,178	6/15/2004
NS NOISE SOLUTION	78/279,104	7/25/2003	2,916,177	1/4/2005
FRICTION READY	78/398,430	4/8/2004	3,017,490	11/22/2005
PRECISION ENGINEERED	76/454,746	10/2/2002	3,185,171	12/19/2006
RAYBESTOS WINGED DESIGN	71/494,360	1/5/1946	422,723	8/6/1946
UNITED	72,089,425	1/21/1960	711,461	2/21/1961
UNITED	72/097,640	5/23/1960	715,262	5/16/1961

2. Canadian Trademark registrations and applications

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AIMCO	311575	3/7/1968	TMA166118	11/14/1969
D & Globe DESIGN	499540	3/1/1983	TMA288854	3/16/1984
MAGNUM BLOCK	504555	6/2/1983	TMA315698	6/27/1986
RAYBESTOS DESIGN	1238162	11/22/2004	TMA665099	5/29/2006
PG	215820	7/11/1952	UCA043315	7/11/1952
PRECISION ENGINEERED	1388538	3/25/2008		
RAYBESTOS	1405285	7/29/2008		