

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
Affinia Canada ULC		08/13/2009	Alberta Unlimited Liability Company: CANADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	2600 West Big Beaver Road
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1464501	BRAKE-PRO
Registration Number:	3161658	BRAKEPRO
Registration Number:	3094492	CANADIAN METALLIC
Registration Number:	3375903	CCM
Registration Number:	1809026	CM
Registration Number:	1807355	CM 18
Registration Number:	1807354	INTEGRABLOK
Registration Number:	1600681	IPI

CORRESPONDENCE DATA

Fax Number: (312)782-8585
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-269-4137
 Email: druckle@jonesday.com
 Correspondent Name: Danielle Ruckle

CH \$215.00 1464501

Address Line 1: 77 W Wacker Drive
Address Line 2: Jones Day
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 739326-605008

NAME OF SUBMITTER: Danielle Ruckle

Signature: /s/ Danielle Ruckle

Date: 08/28/2009

Total Attachments: 7
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EXECUTION VERSION

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 AFFINIA CANADA ULC (the "Grantor") in favor of BANK OF AMERICA, N.A. as Collateral Agent (including its successors and assigns, the "Agent") for and on behalf of the Lenders (as such term is described below).

WHEREAS, the Grantor has entered into an ABL Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among, *inter alios*, Affinia Group Inc. ("Parent"), Affinia Canada Holdings Corp. ("Holdings"), the Grantor the other subsidiaries of Parent party thereto, the Agent and the parties thereto as lenders at any time or from time to time (the "Lenders"), pursuant to which the Lenders have agreed to extend loans and other financial accommodations to Holdings subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the ABL Credit Agreement, the Grantor has guaranteed the obligations of Holdings under the ABL Credit Agreement pursuant to the terms of a guarantee made on the date hereof by, *inter alios*, the Grantor in favour of the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee"); and

WHEREAS, in connection with the ABL Credit Agreement and the Guarantee, the Grantor entered into a general security agreement dated as of the date hereof among, *inter alios*, the Grantor, Holdings and the Agent for the benefit of the Secured Parties (as defined therein, the "Secured Beneficiaries") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GSA"); 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 GSA.

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

- (a) all trade names, trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule A hereto (provided that no security interest shall be granted in any trademark, whether registered, unregistered or applied for, solely to the extent that, and 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;
- (b) all renewals thereof;
- (c) 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

- (d) 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 Agent herein are, in each case, granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the GSA. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the GSA, 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 GSA, the terms of the GSA shall govern.

SECTION 4. No Waiver. No course of dealing between the Grantor and Agent or any Secured Beneficiary, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Secured Beneficiary, any right, power or privilege hereunder or under the GSA or any of the other Credit Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

SECTION 5. Concurrent Rights. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement, by the GSA or by any of the other Credit Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

SECTION 6. Severability. If any court of competent jurisdiction from which no appeal exists or is taken, determines any provision of this Agreement to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

SECTION 7. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and upon the successors and permitted assigns of the Grantor. The Grantor shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of the Agent pursuant to the terms of the Credit Agreement.

SECTION 8. 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 9. Recordation. The Grantor authorizes and requests that the Canadian Intellectual Property Office and the United States Commissioner for Trademarks record this Agreement.

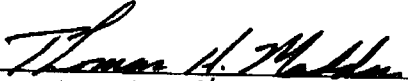
SECTION 10. Governing Law. This Agreement shall be governed by, and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada application therein. To the fullest extent permitted by applicable law, the Grantor waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement.

[Signature Pages Follow]

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

AFFINIA CANADA ULC

By:


Name: THOMAS H. MADDEN
Title: TREASURER

BANK OF AMERICA, N.A, as Collateral
Agent

By: 
Name: PHILIP DEBOSH
Title: VP

Schedule A

Canadian Trade-marks

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
CCM	1237873	11/19/2004		
ADVANCED TECHNOLOGY	1299843	5 /1 /2006	TMA694,701	8 /24/2007
AUTO-TUNE	435259	2 /1 /1979	TMA254,337	1 /2 /1981
BRAKEPRO	1187974	8 /21/2003	TMA638,492	4 /27/2005
BRAKEPRO & DESIGN	1187975	8 /21/2003	TMA649,111	9 /27/2005
CANADIAN METALLIC	1027556	9 /1 /1999	TMA590,036	9 /17/2003
CM	714956	10/16/1992	TMA437,586	12/30/1994
CM 18	714958	10/16/1992	TMA437,587	12/30/1994
CYCLOPS	552895	11/21/1985	TMA320,583	11/14/1986
INSTALLER AND DESIGN	600426	2 /9 /1988	TMA363,333	11/10/1989
INTEGRABLOK	720170	1 /7 /1993	TMA433,401	9 /16/1994
K & DESIGN	278232	10/9 /1963	TMA135,499	4 /24/1964
K & DESIGN	322200	5 /8 /1969	TMA168,079	3 /6 /1970
KRALIN	182964	8 /23/1943	UCA018,392	8 /23/1943
KRALINATOR	182965	8 /23/1943	UCA018,393	8 /23/1943
MCQUAY-NORRIS	451695	3 /25/1980	TMA271,172	7 /23/1982
MCQUAY-NORRIS	189631	2 /1 /1946	UCA023,312	2 /1 /1946
MCQUAY-NORRIS AND AXLE DESIGN	451696	3 /25/1980	TMA269,985	6 /11/1982
POWER TRAIN PRODUCTS AND DESIGN	552940	11/21/1985	TMA326,810	4 /24/1987
SERVICE GRADE	1299842	5 /1 /2006	TMA704,516	1 /11/2008
TE & DESIGN	714066	10/2 /1992	TMA426,686	4 /29/1994
TRUCK TRAIN PRODUCTS AND DESIGN	552772	11/20/1985	TMA326,809	4 /24/1987
TRU-CROSS	748566	3 /1 /1994	TMA452,447	12/29/1995
TRU-CROSS AND DESIGN	748591	3 /1 /1994	TMA452,448	12/29/1995
IPI & DESIGN	511720	11/3 /1983	TMA292,704	7 /6 /1984
SUPER STOP	513096	12/6 /1983	TMA294,340	8 /24/1984
CONTROL CHASSIS PARTS AND DESIGN	1194588	10/24/2003	TMA645,893	8 /17/2005
CONTROL PIÈCES DE CHÂSSIS AND DESIGN	1194587	10/24/2003	TMA645,828	8 /17/2005
SUPER STOP & DESIGN	578050	2 /12/1987	TMA346,512	10/14/1988

United States Trade-marks

Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
BRAKE-PRO	73/616,317	8 /25/1986	1,464,501	11/10/1987
BRAKEPRO & DESIGN	78/562,492	2 /8 /2005	3,161,658	10/24/2006
CANADIAN METALLIC	78/447,269	7 /7 /2004	3,094,492	5 /16/2006
CCM	78/435,558	6 /15/2004	3,375,903	1 /29/2008
CM	74/293,105	7 /10/1992	1,809,026	12/7 /1993
CM 18	74/293,106	7 /10/1992	1,807,355	11/30/1993
INTEGRABLOK	74/285,518	6 /17/1992	1,807,354	11/30/1993
IPI & DESIGN	73/837,136	11/9 /1989	1,600,681	6 /12/1990