TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lehman Commercial Paper Inc., as Administrative Agent		12/22/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street, 5th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2527366	AIRTEX
Registration Number:	2289775	AIRTEX
Registration Number:	1966706	AIRTEX ULTRAFLO
Registration Number:	1410397	
Registration Number:	1333153	M MASTER
Registration Number:	1351583	MASTER M FUEL PUMP
Registration Number:	1197688	LC
Registration Number:	1121382	AIRTEX
Registration Number:	0630359	MASTER M CHEFFORD MASTER MFG. CO. INC. FAIRFIELD, ILLINOIS
Registration Number:	1262299	
Registration Number:	1219040	MASTER M
Registration Number:	1245194	M MASTER
Registration Number:	1381238	FUEL PUMP

OP $1190.00 2527366

Registration Number:	2142109	AIRTEX DEMAND DELIVERY
Registration Number:	2505748	AIRTEX THE SOURCE FOR COOLING SYSTEMS & FUEL SYSTEMS
Registration Number:	2270833	LUBER-FINER WORLD FAMOUS FILTERS
Registration Number:	2264534	IMPERIAL
Registration Number:	2257935	PETRO CLEAR
Registration Number:	1163433	LUBER-FINER
Registration Number:	1130816	CHAMP
Registration Number:	1144053	FLEETPAK
Registration Number:	1050522	
Registration Number:	1029673	MAXIFILTER
Registration Number:	0970184	KLEENER
Registration Number:	0963571	CHAMP
Registration Number:	0951645	LUBERCOOL
Registration Number:	0897773	LUBER-FINER
Registration Number:	0808484	CHAMP
Registration Number:	0729180	LEE
Registration Number:	1127865	ACE
Registration Number:	0970730	ACE
Registration Number:	0802705	ACE
Registration Number:	1083190	DIESELPAK
Registration Number:	0658058	KLEEN PAK
Registration Number:	0605624	LEE
Registration Number:	1093726	LUBER-FINER
Registration Number:	0336765	LUBER-FINER
Registration Number:	1935236	MAXI
Registration Number:	1157199	ACE RACER
Registration Number:	1157961	SALEM
Registration Number:	0981974	SALEM
Registration Number:	0668356	SALEM
Registration Number:	2395050	V+
Registration Number:	2433372	VANTAGE
Registration Number:	1076810	WARNER
Registration Number:	2215711	WELLS
Registration Number:	1818945	SURE YOU CAN

CORRESPONDENCE DATA

Fax Number: (919)416-8328

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9192868041

Email: pto_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000-11312 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	12/30/2009

Total Attachments: 6

source=NGSI-IP#page1.tif

source=NGSI-IP#page2.tif

source=NGSI-IP#page3.tif

source=NGSI-IP#page4.tif

source=NGSI-IP#page5.tif

source=NGSI-IP#page6.tif

INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 22nd day of December, 2009, by LEHMAN COMMERCIAL PAPER INC., as Administrative Agent, a New York corporation with an address of 1271 Avenue of the Americas, New York, NY 10020 ("Assignor"), in favor of BANK OF AMERICA, N.A., a national banking association with an address of 1455 Market Street, 5th Floor, San Francisco, CA 94103 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain Guarantee and Collateral Agreement dated as of June 20, 2003 and associated Grant of Security Interest in Patent Rights (recorded at the United States Patent and Trademark Office on August 18, 2003 at Reel 014373 and Frame 0930), Grant of Security Interest in Patent Rights (recorded at the United States Patent and Trademark Office on August 13, 2003 at Reel 014363 and Frame 0652), Grant of Security Interest in Trademark Rights (recorded at the United States Patent and Trademark Office on August 18, 2003 at Reel 2802 and Frame 0979), Grant of Security Interest in Trademark Rights (recorded at the United States Patent and Trademark Office on August 13, 2003 at Reel 2799 and Frame 0722), Grant of Security Interest in Trademark Rights (recorded at the United States Patent and Trademark Office on August 13, 2003 at Reel 2799 and Frame 0478), Grant of Security Interest in Copyrights (recorded at the United States Copyright Office on August 18, 2003 at Volume 3500 and Doc. No. 704), and Grant of Security Interest in Copyrights (recorded at the United States Copyright Office on August 18, 2003 at Volume 3500 Doc. No. 703), each dated as of July 14, 2003, together with any rider, addendum, exhibit, schedule and attachment thereto (the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

2. Representations and Warranties of Assignor. This Agreement is an absolute assignment. Assignor represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of New York.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK
REEL: 004121 FRAME: 0683

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By: _____
Name: Francis J. Chang
Title: Authorized Signatory

EXHIBIT A

INTELLECTUAL PROPERTY

Issued Patents

Description	Patent No.	Issued
IMPELLER FOR COOLANT PUMPS	6413039	07/02/02
STAND ALONE MULTI STAGE FUEL PUMP	6240904	06/05/01
ELECTRIC FUEL PUMP WITH FUEL HEATER	6179577	01/30/01
IN-TANK FUEL DELIVERY SYSTEM FOR MARINE VESSELS	6102011	08/15/00
IN-TAKE FUEL PUMP ASSEMBLY WITH UNITARY CONTROL UNIT	5961293	10/05/99
MOTOR DRIVEN FUEL PUMP AND CONTROL SYSTEM FOR INTERNAL	5908286	06/01/99
MARINE FUEL PUMP AND COOLING SYSTEM	5908020	06/01/99
INTEGRATED WATER PUMP ASSEMBLY FOR INTERNAL	5540192	07/30/96
METHOD OF MEASURING LEAKAGE IN FUEL INJECTOR SYSTEM	5117683	06/22/92
FUEL INJECTOR CLEANING METHOD AND APPARATUS	5022364	06/11/91

Issued Patents

Description	Patent No.	Issued
DUAL ELEMENT WATER SENSING FUEL DISPENSER FILTER	6645373	11/11/03
END CAP RELIEF VALVE MECHANISM FOR A FILTER	6585887	07/01/03
FILTER INCLUDING TEMPERATURE AND PRESSURE RESPONSIVE	6544412	04/08/03
POSITIVE SHUT OFF FUEL PUMP DISPENSING FILTER	6117311	09/12/00
NON-METALLIC SPIN-ON FILTER	5772881	06/30/98
IN-LINE AIR FILTER APPARATUS	5125940	06/30/92
TWO STAGE FILTER	4557829	12/10/85
THERMOSTATICALLY CONTROLLED PACK HOLD-DOWN ASSEMBLY	4547287	10/15/85

Registered Marks

Mark	Registration No.	Registration Date
AIRTEX and Design	2527366	01/08/02
AIRTEX and Design	2289775	11/02/99
AIRTEX ULTRAFLO	1966706	04/09/96
Design only	1410397	09/23/86
M MASTER	1333153	04/30/85
MASTER M FUEL PUMP and Design	1351583	07/30/85
MASTER M	1219040	12/07/82
LC	1197688	06/15/82
AIRTEX	1121382	07/03/79
MASTER M CHEFFORD MASTER MFG. CO. INC. FAIRFIELD, ILLINOIS and Design	0630359	07/12/56
Design only	1262299	12/27/83
MASTER M	1219040	12/07/82
MASTER M FUEL PUMP and Design	1245194	07/12/83
FUEL PUMP and Design	1381238	02/04/86
AIRTEX DEMAND DELIVERY	2142109	03/10/98
AIRTEX and Design	2527366	01/08/02

TRADEMARK
REEL: 004121 FRAME: 0685

Mark	Registration No.	Registration Date
AIRTEX THE SOURCE FOR COOLING SYSTEMS & FUEL SYSTEMS and Design	2505748	11/13/01

Registered Marks

Mark	Registration No.	Registration Date
LUBER-FINER WORLD FAMOUS FILTERS and Design	2270833	08/17/99
IMPERIAL	2264534	07/27/99
PETRO CLEAR and Design	2257935	06/29/99
LUBER-FINER and Design	1163433	08/04/81
CHAMP	1130816	02/12/80
FLEETPAK	1144053	12/23/80
Design only	1050522	10/19/76
MAXIFILTER	1029673	01/06/76
KLEENER	0970184	10/09/73
CHAMP	0963571	07/10/73
LUBERCOOL	0951645	01/30/73
LUBER-FINER	0897773	09/01/70
CHAMP	0808484	05/17/66
LEE	0729180	03/27/62
ACE	1127865	12/18/79
ACE	0970730	10/16/73
ACE	0802705	01/25/66
DIESELPAK	1083190	01/24/78
KLEEN PAK	0658058	02/04/58
LEE	0605624	05/03/55
LUBER-FINER	1093726	06/20/78
LUBER-FINER and Design	0336765	07/14/36
MAXI	1935236	11/14/95
ACE RACER	1157199	06/09/81
SALEM	1157961	06/23/81
SALEM	0981974	04/09/74
SALEM	0668356	10/14/58
V+	2395050	10/17/00
VANTAGE	2433372	03/06/01
WARNER	1076810	11/08/77

Registered Marks

Mark	Registration No.	Registration Date
WELLS	2215711	01/05/99
SURE YOU CAN	1818945	02/01/94

Registered Copyrights

Title	Registration No.	Registration Date
Water pumps, fan clutches & water outlets, 2000 : catalog WP-2000A	TX5264461	09/05/00
Airtex fuel pumps in tank assemblies and fuel filters	TX5465064	10/26/01

Title	Registration No.	Registration Date
Master domestic and import fuel pumps and assemblies, fuel filters	TX5465063	10/26/01
Master domestic and import water pumps, fans clutches, water outlets	TX5089837	11/29/99
Domestic and import fuel pumps for carbureted and fuel injected systems = Pompes a essence pour voitures Nord-Americaines et importees pour systemes de carburetion et d'injection	TX5485561	01/24/02

Registered Copyrights

Title	Registration No.	Registration Date
Pioneer, Inc., engine parts : automotive products : catalog #EP-2003	TX5654703	01/07/03
Transmission parts : for domestic & import passenger cars, & light duty trucks	TX5664121	01/07/03
Mounts	TX5664122	01/07/03
Pioneer, Inc., clutch kits : automotive products : #CK-2001	TX5654700	01/07/03
Shop supply	TX5664120	01/07/03
Pioneer, Inc., harmonic balancers : automotive products : HB-2002	TX5654702	01/07/03
Pioneer, Inc., clutch products : automotive products : catalog #C-93	TX5654701	01/07/03
Powertrain : cable assemblies, clutch forks, flywheel assemblies, standard flywheels, flywheel ring gears : for domestic & import passenger cars, & light duty trucks	TX5664119	01/07/03
Pioneer, Inc. automotive products powertrain products : catalog no. FRC-98	TX4948079	03/12/99
Pioneer, Inc. automotive products performance products : catalog no. HP-99	TX4948080	03/12/99
Pioneer, Inc. : automotive products : catalog no EP-93, supersedes EP-90	TX3601552	07/22/93
Pioneer shop supplies : catalog no. SS-92	TX3619536	07/22/93
Pioneer water pump parts : catalog	TX3108865	07/10/91
Pioneer clutch bearings : catalog	TX3108866	07/10/91
1995 BOS Automotive Products Co. new clutch systems application catalog : no. BC-2	TXu684086	03/16/95
1995 L&S Automotive Products Company, new clutch systems application catalog	TXu678766	03/13/95