

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

11/03/2010
900175606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Manufacturing, L.P.		09/23/2010	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., As Agent		
Street Address:	1455 Market Street		
Internal Address:	5th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Association: United States		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2215711	WELLS	
Registration Number:	1818945	SURE YOU CAN	
Registration Number:	3346113	E W S	
Registration Number:	3346212	CLEANSHOT	
CORRESPONDENCE DATA			
Fax Number:	(212)859-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-859-8000		
Email:	Alexander.Kim@ffhsj.com,teas@ffhsj.com		
Correspondent Name:	Alexander M. Kim		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank Harris Shriver & Jacobson LL		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	31737-999		

CH \$115.00 2215711

700451391

TRADEMARK
REEL: 004425 FRAME: 0905

NAME OF SUBMITTER:	Alexander M. Kim
Signature:	/AMK/
Date:	11/03/2010
Total Attachments: 14 source=IP Trademark Security Agreement-Wells Mfg., L.P#page1.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page2.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page3.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page4.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page5.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page6.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page7.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page8.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page9.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page10.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page11.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page12.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page13.tif source=IP Trademark Security Agreement-Wells Mfg., L.P#page14.tif	

EXECUTION VERSION

Intellectual Property Security Agreement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated September 23, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, United Components, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with UCI Acquisition Holdings, Inc., a Delaware corporation ("Holdings"), the Administrative Agent, the other Agents named therein and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of the date hereof made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property (including any after-acquired intellectual property) of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities within the United States.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications 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 intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) 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

(vi) 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 Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable domestic government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Liliana Glass*

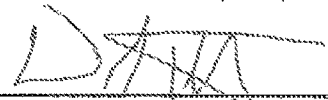
Name:

Title:

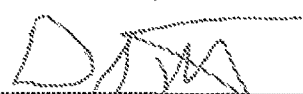
Liliana Glass
Vice President

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

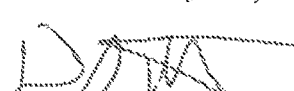
WELLS MANUFACTURING, L.P., as Grantor

By: 
Name: David Forbes
Title: Assistant Treasurer

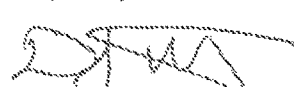
AIRTEX PRODUCTS, LP, as Grantor

By: 
Name: David Forbes
Title: Assistant Treasurer

CHAMPION LABORATORIES, INC., as Grantor

By: 
Name: David Forbes
Title: Assistant Treasurer

ASC INDUSTRIES, INC., as Grantor

By: 
Name: David Forbes
Title: Assistant Treasurer

Address for Notices:

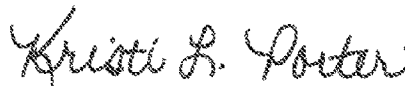
14601 Highway 41 North
Evansville, Indiana 47725

STATE OF INDIANA

COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me this 22nd day of September, 2010 by David Forbes as Assistant Treasurer of WELLS MANUFACTURING, L.P., a Delaware limited partnership, on behalf of WELLS MANUFACTURING, L.P.

[STAMP/SEAL]



Kristi L. Porter, Notary Public

My Commission Expires:

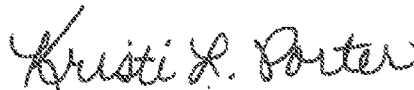
April 17, 2016

STATE OF INDIANA

COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me this 22nd day of September, 2010 by David Forbes as Assistant Treasurer of AIRTEX PRODUCTS, LP, a Delaware limited partnership, on behalf of AIRTEX PRODUCTS, LP.

[STAMP/SEAL]



Kristi L. Porter, Notary Public

My Commission Expires:

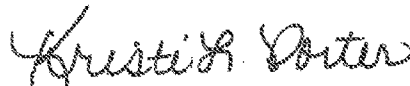
April 17, 2016

STATE OF INDIANA

COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me this 22nd day of September, 2010 by David Forbes as Assistant Treasurer of CHAMPION LABORATORIES, INC., a Delaware corporation, on behalf of CHAMPION LABORATORIES, INC.

[STAMP/SEAL]



Kristi L. Porter, Notary Public

My Commission Expires:

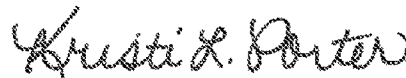
April 17, 2016

STATE OF INDIANA

COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me this 22nd day of September, 2010 by David Forbes as Assistant Treasurer of ASC INDUSTRIES, INC., an Ohio corporation, on behalf of ASC INDUSTRIES, INC.

[STAMP/SEAL]



Kristi, L. Porter, Notary Public

My Commission Expires:

April 17, 2016

Schedule APatents (and applications)

A. Airtex Products, LP

<u>Patent Number</u>	<u>Ref/Case #</u>	<u>Patent Appl #</u>	<u>Description</u>	<u>Date</u>
6413039	2614-0029	09/585163	Impeller for coolant pumps	6/25/02
6240904B1		09/592,792	Stand alone multi stage fuel pump	6/5/01
6179577B1		09/273,248	Electric fuel pump w/fuel heater	1/30/01
6,102,011		08/188,162	In-tank fuel delivery system for marine vessels	8/15/00
5961293	2614-00009	08/681,738	In-tank fuel pump assembly w/unitary control unit for internal combustion engine	10/5/99
5908020		09/114,445	Marine fuel pump and cooling system	6/1/99
5540192	2614-00007	08/450,364	Integrated water pump assembly for internal combustion engines	5/25/95
5908286	2614-00003	08/444,413	Motor driven fuel pump & control system for internal combustion engines	5/19/95
		PCTUS2003/022212	Improved fuel module assembly	07/17/03
6718952		10/196988	Improved fuel module assembly	4/13/04
6830439		10/324287	Electric fuel pump with universal relief valve installed in pump inlet	12/14/04
6837219		10/357668	Ported pressure relieve valve	1/4/05
7263978		10/662864	Dual pressure on demand automotive fuel pump	9/4/07
7156080		11/236397	Flow control valve for fuel module assembly	1/2/07
		11/560103	Square pump drive	11/15/06
7406954		11/502093	Check valve	8/5/08
RE39733		10/884825	Impeller for coolant pumps	7/17/07

B. Champion Laboratories, Inc.

1. Patent Applications:

<u>Inventor</u>	<u>Serial Number</u>	<u>File Date</u>	<u>Description</u>
Gruca, Mike	*	*	Dual Fuel Water Removing Filter
Gruca, Mike	*	*	Fuel Dispensing Filter with No Leaks at Change
Gruca, Mike	*	*	Retrofit for Existing Spin-On's to Fuel Dispensing Filter with No Leaks at Change

TRADEMARK

REEL: 004425 FRAME: 0916

<u>Inventor</u>	<u>Serial Number</u>	<u>File Date</u>	<u>Description</u>
Gruca, Mike	*	*	Fuel Dispensing Filter with No Leaks at Change
Gruca, Mike	*	*	Retrofit for Existing Spin-On's to Fuel Dispensing Filter with No Leaks at Change
Stockhowe, John et. al.	*	*	Spin-on Filter Unique Valving
Stockhowe, John et. al.	*	*	Spin-on Filter with Non-Metallic Element
Snider et al	11/171839	6/30/05	Replaceable Filter Element (LP2017)
Atteberry et al.	11/904894	9/28/07	Core Adapter

*Items not yet in the application stage; Champion is in discussions with its patent attorney. Applications may be U.S. or foreign.

2. Patents:

<u>Patent Number</u>	<u>Description</u>	<u>Date</u>
5125940	Air filter in-line	June 30, 1992
5772881	Non-metallic spin-on filter	June 30, 1998
6117311	Positive shut off fuel pump dispensing filter	Sept. 12, 2000
6544412	(CIP) End Cap Relief Valve Mechanism for a filter	April 8, 2003
6585887	End Cap Relief Valve Mechanism for Filter	July 1, 2003
6645373	Dual Media Element Water Sensing Fuel Dispenser Filter	November 11, 2003
6926827	Fuel Dispenser Filter with Removable Filter Media	August 9, 2005
7175761	Fluid Filter Assembly (Ecore)	February 13, 2007
D538883	Stepped Filter Housing	March 20, 2007
D541373	Filter Housing	April 24, 2007
D570675	Adaptor Clip for a Filter Mechanism	June 10, 2008

Patents Licenses

- 1) License Agreement on MTT Brushless DC Motor Technologies between Airtex Products, LP, MMT SA and Moving Magnet Technologies SA dated July 1, 2009.

Schedule BTrademarks (and applications)

A. Airtex Products, LP

TM Number	TM Name and Class	Expiration Date
1,121,382	Airtex (word only) - Cl. 12	07-03-09
1,197,688	LC Design only Cl. 6, 7, 12, 17	06-15-12
1,219,040	Master M Plus Design - Cl. 12	12-07-12
1,351,583	Master M & Design Triple Color Bars - Cl. 12	07-30-05
1,333,153	Master M - Small word Master over large M - Cl. 12	04-30-05
1,410,397	Misc Design Tri-Color-Cl. 12	09-23-06
1,966,706	Airtex Ultraflow - Cl. 7	04-09-06
2,527,366	Airtex Tri-Lingual Label W/O Auto	01-08-12

B. Champion Laboratories, Inc.

TM Number	TM Name and Class	Filing Date
	Cabin Aire	8/28/95
963,571	Champ-7	5/17/72
1,130,816	Champ-12	8/9/78
808,484	Champ stylized-11	3/22/65
1,083,190	Dieselpak-7	5/17/66
1,050,522	Discuss Thrower Design-7 Euroloc	1/29/76
1,144,053	Fleetpak-11	6/22/78
2,264,534	Imperial-7	3/16/98
970,184	Kleener-7	5/17/72
729,180	Lee on Oil Filters	5/1/61
897,773	Luber-Finer-7	10/11/68
1,163,433	Luber-Finer & Design-7, 12	5/31/79
951,645	Lubercool-1	11/8/71
1,029,673	Maxifilter-11	8/30/73
2,257,935	Petro Clear Design-7	9/15/97
668,356	Salem-11	3/5/58
1,076,810	Warner-7	10/15/74
3,112,400	ECORE	3/18/04
77776793	ACE and design	7/8/09
3,152,650	LUBER-FINER AND THE DRIVING FORCE IN HEAVY DUTY FILTRATION	9/1/05
76/691690	MXM and design	7/30/08

TM Number	TM Name and Class	Filing Date
3,259,024	PETRODYME	1/29/03
3,226,590	ROUGHNECK	4/10/07
3,441,220	TOTALTEC	6/8/06
3,058,056	ZGARD	2/7/06

C. Wells Manufacturing, L.P.

Registration Number	Word Mark	Date
2,215,711	Wells	January 5, 1999
1,818,945	Sure You Can	November 18, 1999
3,346,113	EWS logo	November 27, 2007
3,346,212	EWS	November 27, 2007

D. ACS Industries, Inc.

TM Number	TM Name and Class	Expiration Date
3,684,860	ACS - 7	9/22/2019
3,684,859	ACS - 7	9/22/2020

Trademark Licenses

- 1) Trademark License Agreement between Royal Purple, Inc. and Champion Laboratories, Inc. dated August 27, 2008.
- 2) Amended and Restated Trademark Licensing Agreement between Armor All/STP Products Company, the Clorox International Company and Champion Laboratories, Inc dated July 1, 2009.
- 3) Settlement Agreement between Champion Laboratories, Inc. and Federal-Mogul Corporation dated June 15, 2010.

Schedule CCopyrights (and applications)

A. Airtex Products, LP

Registration

<u>Number</u>	<u>Title of Work</u>
TX 5-264-461	WP2000A Airtex Water Pumps, Fan Clutches & Water Outlets
TX 5-465-064	AX02 Airtex Fuel Pumps, In-Tank Assemblies & Fuel Filters
TX 5-465-063	FP2002 Master Domestic & Import Fuel Pumps & Assemblies, Fuel Filters
TX 5-089-837	UNG10-01 Master Domestic & Import Water Pumps, Fan Clutches, Water Outlets Supplement
TX 5-485-561	UAP/NAPA Catalog UNGLO-01 Domestic & Import Fuel Pump Catalog

B. Wells Manufacturing, L.P.

1. All Catalogs, Brochures, CounterPoints and Sales Collaterals are copyrighted, though not formally registered with the U.S. Copyright Office.

Copyrights Licenses

None.