

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brake Parts Inc LLC		07/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Affinia International Inc.		
Street Address:	1101 Technology Drive		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2562738	THE BEST IN BRAKES	
CORRESPONDENCE DATA			
Fax Number:	7344184279		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7344184278		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	39400 Woodward Ave., Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	215407-324609 BEST IN BRA		
NAME OF SUBMITTER:	Jennifer Sheehan Anderson		
Signature:	/Jennifer Sheehan Anderson/		

Date:

08/08/2012

Total Attachments: 2

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source=EXECUTED Assignment BPILLC to Affinia International Inc THE BEST IN BRAKES#page2.tif

## TRADEMARK ASSIGNMENT

Effective July 17, 2012, BRAKE PARTS INC LLC, a Delaware limited liability company at 4400 Prime Parkway, McHenry, Illinois 60050 USA, ("Assignor"), wishes to assign to AFFINIA INTERNATIONAL INC., a Delaware corporation at 1101 Technology Drive, Ann Arbor, Michigan 48108 USA. ("Assignee") the entire right, title and interest in and to the trademark(s) on attached Schedule A (collectively, the "Trademark Rights").

Any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the mark is used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof; and

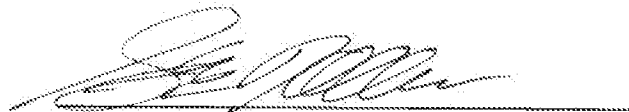
In view of the payment of Ten dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee, any and all right, title and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents as may be reasonably requested by Assignee to prove and record this Assignment.

This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

**BRAKE PARTS INC LLC**



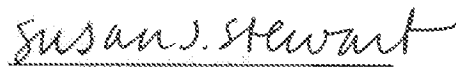
Steven E. Keller  
Ann Arbor, Michigan, U.S.A.

Date: August 8, 2012

State of Michigan :  
:S.S.

County of Washtenaw:

Sworn and subscribed before me this 8<sup>th</sup> day of August 2012, by Steven E. Keller, Secretary of Brake Parts Inc LLC.

  
Notary Public



TRADEMARK ASSIGNMENT

**Schedule A**

Country	Mark	Status	Reg. No.	Reg. Date	Class
United States	THE BEST IN BRAKES	Registered	2,562,738	04/23/2002	012