900236022 10/15/2012

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
Federal-Mogul World Wide, Inc.		10/15/2012	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Federal-Mogul Corporation
Street Address:	26555 Northwestern Highway
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48033
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2639000	SPEED PRO
Registration Number:	2639001	

CORRESPONDENCE DATA

Fax Number: 2026591559

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 2024570160

Email: slustig@dickinson-wright.com

Correspondent Name: Steven D. Lustig
Address Line 1: 1875 Eye Street, NW

Address Line 2: Suite 1200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	603750-1324
NAME OF SUBMITTER:	Steven D. Lustig
Signature:	/Steven D. Lustig/

900236022 REEL: 004881 FRAME: 0264

OP \$65.00 2639

Date:	10/15/2012
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

TRADEMARK REEL: 004881 FRAME: 0265

TRADEMARK ASSIGNMENT

ASSIGNMENT made this _____ day of October, 2012, by and between Federal-Mogul World Wide, Inc. (hereinafter "Assignor"), a Michigan corporation, located at 26555 Northwestern Highway, Southfield, Michigan 48034 and Federal-Mogul Corporation (hereinafter "Assignee"), a Delaware corporation, located at 26555 Northwestern Highway, Southfield, Michigan 48033.

WHEREAS, Assignor is using and is the present title owner of the trademarks

SPEED PRO and Design () and POWER O DESIGN () and the

corresponding federal trademark registrations as registered with the U.S. Patent and

Trademark Office as identified below ("The Marks"):

<u>MARK</u>	U.S. REGISTRATION NO.
PRO	2639000
9	2639001

WHEREAS, Assignee, is desirous of acquiring the right, title and interest in and to The Marks as well as the federal trademark registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all its right, title, and interest in and to The Marks, as well as the above-identified federal registrations therefor, together with the goodwill of the business symbolized thereby.

TRADEMARK REEL: 004881 FRAME: 0266 Assignor warrants that it has good and valid title to The Marks, including the above-noted registrations therefor. Assignor agrees that upon request by Assignee, Assignor shall execute all papers and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors, and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

FEDERAL-MOGUL WORLD WIDE.	INC.
FEDERAL-MOGUL WORLD WIDE	,
MUNICITY WILL	

By: Wendi J. Beie

Title: Authorized Representative

Date: October 15, 2012

DC 603750-1324 214356v1

RECORDED: 10/15/2012

TRADEMARK REEL: 004881 FRAME: 0267