

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY															
CONVEYING PARTY DATA																
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CORRESPONDENCE DATA																
<p>Fax Number: 2127557306</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: (212) 326-3939</p> <p>Email: NYTEF@JONESDAY.COM</p> <p>Correspondent Name: Beth D. Vogel, Esq.</p> <p>Address Line 1: 222 East 41st Street</p> <p>Address Line 2: Jones Day</p>																

CH \$115.00 1670175

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 739326-605017

NAME OF SUBMITTER: Beth D. Vogel

Signature: /Beth D. Vogel/

Date: 12/07/2012

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November 30, 2012 from WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor by merger to Wilmington Trust FSB), as noteholder collateral agent (including its successors and assigns, the “Noteholder Collateral Agent”) and BANK OF AMERICA, N.A., as collateral agent (including its successors and assigns, the “ABL Collateral Agent”, and together with the Noteholder Collateral Agent, the “Agents”) to BRAKE PARTS INC LLC (formerly BRAKE PARTS INC.) (“Obligor”).

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, dated as of August 13, 2009 (as amended and restated, supplemented or otherwise modified, the “Noteholder Security Agreement”), among Affinia Group Inc. (the “Company”), Affinia Group Intermediate Holdings Inc. (“Holdings”), each other subsidiary of Holdings party thereto and the Noteholder Collateral Agent for the benefit of the Secured Parties (as defined therein) (the “Noteholder Secured Parties”), a security interest (the “Noteholder Security Interest”) was granted by the Obligor to the Noteholder Secured Parties in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the U.S. Security Agreement, dated as of August 13, 2009 (as amended and restated, supplemented or otherwise modified, the “ABL Security Agreement”, and together with the Noteholder Security Agreement, the “Security Agreements”), among the Company, Holdings, each other subsidiary of Holdings party thereto and the ABL Collateral Agent for the benefit of the Secured Parties (as defined therein) (the “ABL Secured Parties”), a security interest (the “ABL Security Interest”, and together with the Noteholder Security Interest, the “Security Interests”) was granted by the Obligor to the ABL Secured Parties in certain collateral, including the Trademark Collateral;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of August 13, 2009, among the Agents and Obligor (the “Trademark Agreement”), Obligor, by reference to the Security Agreements, reaffirmed its intent to grant the Security Interests to the Agents, specifically in certain trademarks and related collateral, including without limitation, the Trademark Collateral;

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 26, 2009, at Reel 004053 and Frame 0292;

WHEREAS, the Agents now desire to terminate and release the entirety of their respective Security Interests in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agents hereby state as follows:

1. Definitions. The term “Trademark Collateral,” as used herein, shall mean all of the Obligor’s right, title and interest in and to the following:

- a) the trademark and service mark registrations and applications set forth on Schedule A hereto (provided that no security interest was granted in any trademark, whether registered, unregistered or applied for, 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 trademark under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- b) 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
- c) 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.

2. Release of Security Interest. Without recourse and without representation and warranty, the Agents hereby terminate, release and discharge their respective Security Interests in the Trademark Collateral, and any right, title or interest of the Agents in the Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agents hereby agree to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL
ASSOCIATION
as Noteholder Collateral Agent

By: 
Name: **Jane Schweiger**
Title: **Vice President**

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004914 FRAME: 0890

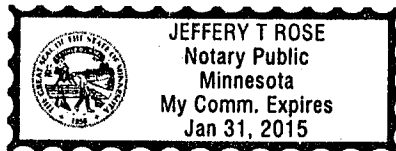
STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

ss.:

On this 29th day of November, 2012, before me personally appeared Jane Schweiger to me known who, being by me duly sworn, did depose and say that he/she is Vice President of WILMINGTON TRUST, NATIONAL ASSOCIATION, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by WILMINGTON TRUST, NATIONAL ASSOCIATION.


Notary Public

(Affix Seal Below)



[Signature Page to Acknowledgement - Termination and Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 004914 FRAME: 0891

BANK OF AMERICA, N.A.,
as ABL Collateral Agent

By: Steve A. Sw
Name: STEVE S. SW
Title: VP

{Termination and Release (Trademark Rights) - Signature Page}

Schedule A

U.S. Trademark Applications

None.

U.S. Trademark Registrations

Mark	Reg. No.
AIMCO	1,670,175
BRUTESTOP	1,984,124
FRICION READY	3,017,490
QS	2,401,955