

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Affinia International Inc.		04/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	2600 West Big Beaver Road
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0422723	RAYBESTOS
Registration Number:	2562738	THE BEST IN BRAKES
Registration Number:	3813596	RAYBESTOS THE CHOICE IN CHASSIS
Registration Number:	4013435	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATI
Registration Number:	4013577	RAYBESTOS SAFETY FIRST ENGINEERING RESEA
Registration Number:	4017135	R-300
Registration Number:	4019799	RAYBESTOS

CORRESPONDENCE DATA

Fax Number: 2127557306
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 212-326-3939
 Email: NYTEF@JONESDAY.COM
 Correspondent Name: Nathan J. Hoepfner, Esq.
 Address Line 1: 222 East 41st Street
 Address Line 2: Jones Day

CH \$190.00 0422723

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 739326-605019

NAME OF SUBMITTER: Nathan J. Hoeppepner

Signature: /Nathan J. Hoeppepner/

Date: 04/26/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of April 25, 2013 (this "Agreement"), between Affinia International Inc., a Delaware corporation (the "Grantor"), and Bank of America, N.A. ("Bank of America"), as Administrative Agent.

Reference is made to (a) the ABL Credit Agreement dated as of April 25, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Affinia Group Inc. (the "Company"), Affinia Group Intermediate Holdings Inc. ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the Lenders from time to time party thereto and Bank of America, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of April 25, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, Holdings, the Subsidiary Loan Parties from time to time party thereto and Bank of America, as Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Company, will derive substantial benefits from the extension of credit to the Borrowers under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including those listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property) now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the

terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AFFINIA INTERNATIONAL INC.,
as Grantor

By: _____

Name: Thomas Kaczynski

Title: Vice President, Treasurer

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

By: Steven M. Siravo
Name: Steven M. Siravo
Title: Vice President

[Signature Page to Trademark Security Agreement (Affinia International Inc.)]

CHH-1887449

TRADEMARK
REEL: 005015 FRAME: 0116

SCHEDULE I

Trademarks

Registered Owner	Mark	Registration Date	Registration No.
Affinia International Inc.	RAYBESTOS WINGED DESIGN	08/06/1946	422,723
Affinia International Inc.	THE BEST IN BRAKES	04/23/2002	2,562,738
Affinia International Inc.	RAYBESTOS THE CHOICE IN CHASSIS & Design	07/06/2010	3,813,596
Affinia International Inc.	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATION BRAKE & CHASSIS	08/16/2011	4,013,435
Affinia International Inc.	RAYBESTOS SAFETY SHIELD & Design	08/16/2011	4,013,577
Affinia International Inc.	R-300	08/23/2011	4,017,135
Affinia International Inc.	RAYBESTOS	08/30/2011	4,019,799

Trademark Applications

None.