

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/25/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Affinia International Inc. (as successor in interest to Brake Parts 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:	0422723	RAYBESTOS	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	001484/0021		
NAME OF SUBMITTER:	Genevieve Dorment		
Signature:	/gd/		

CH \$40.00 0422723

Date:

05/14/2013

**Total Attachments: 4**

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

TERMINATION AND RELEASE dated as of April 25, 2013 from JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, the "Agent") to AFFINIA INTERNATIONAL INC. as successor in interest to Brake Parts Inc. (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 30, 2004 (as amended and restated, supplemented or otherwise modified, the "Noteholder Security Agreement"), among Affinia Group Intermediate Holdings Inc. ("Holdings"), each other subsidiary of Holdings party thereto, the Grantor and the Agent for the benefit of the Secured Parties (as defined therein), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of January 14, 2009, among the Agent and Grantor (the "Trademark Agreement"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Agent, 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 January 22, 2009, at Reel 003927 and Frame 0964;

WHEREAS, the Agent now desires to terminate and release the entirety of the Security Interest 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 Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in and to the following:
  - a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or

renewals thereof, including those set forth on Schedule A hereto (the "Trademarks");


- b) all goodwill associated with or symbolized by the Trademarks; and
- c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

2. Release of Security Interest. Without recourse and without representation and warranty, the Agent hereby terminates, releases and discharges the Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in the Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees 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 Interest 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.

JPMORGAN CHASE BANK, N.A.  
as Collateral Agent

By:   
Name: Robert F. Kellas  
Title: Executive Director

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

**Schedule A**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
RAYBESTOS WINGED DESIGN	71/494,360	1/5/1946	422,723	8/6/1946