

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WIX FILTRATION CORP LLC		04/25/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN, 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	578479	WIX
Registration Number:	799304	AIR REFINER BRAND
Registration Number:	1671066	PRO-TEC
Registration Number:	2365191	PROCALC
Registration Number:	2641038	XD
Registration Number:	2720027	SPIN-FLOW
Registration Number:	2782387	AQUACHEK
Registration Number:	2845453	POWERTRAP
Registration Number:	2911647	SETTING A NEW STANDARD FOR COMPRESSED AI
Registration Number:	2993608	WIX CONNECT
Registration Number:	3048529	XE
Registration Number:	3059386	QUICKVENT
Registration Number:	3135472	WIX
Registration Number:	3191886	POWER SOLUTION WITH POWERTRAP TECHNOLOGY

TRADEMARK

Registration Number:	3191887	POWER SOLUTION
Registration Number:	3195985	POWERTRAP
Registration Number:	3262689	WIX. WHERE IT COUNTS
Registration Number:	3388654	WIX COOL
Registration Number:	3562073	
Registration Number:	3562074	
Registration Number:	3562075	
Registration Number:	3562076	
Registration Number:	3620029	RIDE HEALTHIER
Registration Number:	3829436	WIX FILTERS GLOBAL COVERAGE
Registration Number:	3979602	ECOLAST
Registration Number:	3982783	ECOLAST
Registration Number:	4302841	WIX XP
Serial Number:	85077343	PROTX

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38633
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	05/22/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of April 25, 2013 (this "Agreement"), between Wix Filtration Corp LLC (the "Grantors") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the 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., as the Borrower, Affinia Group Intermediate Holdings Inc., the Lenders from time to time party thereto and JPMCB, 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 Borrower, Holdings, the Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower under the Credit Agreement and are 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, each 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 such 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 such Grantor or in which such 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 the 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. Each 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.

WIX FILTRATION CORP LLC,
as Grantor

By: 


Name: Thomas Kaczynski

Title: Vice President, Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005032 FRAME: 0915

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

[[3403858]]

TRADEMARK
REEL: 005032 FRAME: 0916

SCHEDULE I

TRADEMARK/TRADE NAMES OWNED BY WIX FILTRATION CORP LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
WIX (stylized cursive letters)	08/11/1953	578,479
AIR REFINER BRAND & Design	11/23/1965	799,304
PRO-TEC	01/07/1992	1,671,066
PROCALC	07/04/2000	2,365,191
XD	10/22/2002	2,641,038
SPIN-FLOW	05/27/2003	2,720,027
AQUACHEK	11/11/2003	2,782,387
POWERTRAP & Design	05/25/2004	2,845,453
SETTING A NEW STANDARD FOR COMPRESSED AIR MOISTURE CONTROL	12/14/2004	2,911,647
WIX CONNECT	09/13/2005	2,993,608
XE	01/24/2006	3,048,529
QUICKVENT	02/14/2006	3,059,386
WIX	08/29/2006	3,135,472
POWER SOLUTION WITH POWERTRAP TECHNOLOGY & Design	01/02/2007	3,191,886
POWER SOLUTION	01/02/2007	3,191,887
POWERTRAP	01/09/2007	3,195,985
WIX. WHERE IT COUNTS	07/10/2007	3,262,689
WIX COOL	02/26/2008	3,388,654
SMOG DOG DESIGN (Character)	01/13/2009	3,562,073
ODOR RUSS DESIGN (Character)	01/13/2009	3,562,074
TOX'N DESIGN (Character)	01/13/2009	3,562,075
ALLER JEN DESIGN (Character)	01/13/2009	3,562,076
RIDE HEALTHIER	05/12/2009	3,620,029
WIX FILTERS GLOBAL COVERAGE & Design	08/03/2010	3,829,436
ECOLAST	06/14/2011	3,979,602
ECOLAST & Design	06/21/2011	3,982,783
WIX XP	03/12/2013	4,302,841

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
PROTX	07/02/2010	85/077,343

State Trademark Registrations

None.

Trade Names

None.