### 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 |          | 104/25/2013 I  | LIMITED LIABILITY<br>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 |

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| 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 source=38633#page1.tif source=38633#page2.tif source=38633#page3.tif source=38633#page4.tif source=38633#page5.tif source=38633#page6.tif

| RECORDATION FORM COVER SHEET  TRADEMARKS ONLY  |  |  |  |
|--|--|--|--|
| To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.   |  |  |  |
| 1. Name of conveying party(ies): WIX FILTRATION CORP LLC   | 2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached? ✓ No  |  |  |
| ☐ Individual(s) ☐ Association   ☐ General Partnership ☐ Limited Partnership   ☐ Corporation- State: ☐ Other LLC   ☐ Citizenship (see guidelines) Delaware   Additional names of conveying parties attached? ☐ Yes X No   3. Nature of conveyance )/Execution Date(s):   Execution Date(s) April 25, 2013   ☐ Assignment ☐ Merger   ☐ Security Agreement ☐ Change of Name   ☐ Other             | Name: JPMORGAN CHASE BANK, N.A., as Administrative Agent Internal Address:  Street Address: 10 SOUTH DEARBORN, 7TH FLOOR  City: CHICAGO  State: IL  Country: USA Zip: 60603   Association Citizenship USA  General Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship  Other Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) |  |  |
| 4. Application number(s) or registration number(s) and identification or description of the Trademark.  A. Trademark Application No.(s)  PLEASE SEE ATTACHED SCHEDULE  B. Trademark Registration No.(s)  PLEASE SEE ATTACHED SCHEDULE  Additional sheet(s) attached?  No  C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): |  |  |  |
| 5. Name & address of party to whom correspondence concerning document should be mailed:  Name: IP Research Plus  | 6. Total number of applications and registrations involved:  |  |  |
| Internal Address: Attn: Penelope J.A. Agodoa  Street Address:21 Tadcaster Circle   | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$  |  |  |
| City:         Waldorf           State:         MD         Zip: 20602           Phone Number:         301-638-0511           Fax Number:         866-826-5420           Email Address:         orders@ipresearchplus.com  | 8. Payment Information:  a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number Authorized User Name   |  |  |
| 9. Signature:    DongHwa Kim     Name of Person Signing  | April 25, 2013  Date  Total number of pages including cover sheet, attachments, and document:  6   |  |  |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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. <u>Terms</u>. 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.

[[3403854]]

SECTION 4. <u>Counterparts</u>. 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. <u>CHOICE OF LAW.</u> 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. <u>INTERCREDITOR AGREEMENT GOVERNS.</u> 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]

[[3403854]]

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

WIX FILTRATION CORP LLQ,

−<del>B</del>y:

as Grantor

Name: Thomas Kaczynski

Title: Vice President, Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

By:

Name: Robert P. Kellas Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

[[3403858]]

## **SCHEDULE I**

## TRADEMARK/TRADE NAMES OWNED BY WIX FILTRATION CORP LLC

## U.S. Trademark Registrations

| <u>Mark</u>                     | Reg. Date  | Reg. No.  |
|---------------------------------|------------|-----------|
| 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      | 12/14/2004 | 2 011 647 |
| 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   | 01/02/2007 | 3,191,886 |
| TECHNOLOGY & Design             | 01/02/2007 | 3,191,000 |
| 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 &   | 08/03/2010 | 3,829,436 |
| Design                          | 06/03/2010 | 3,029,430 |
| 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> | Filing Date | Application No. |
|-------|-------------|-------------|-----------------|
| PROTX |             | 07/02/2010  | 85/077,343      |

State Trademark Registrations

None.

Trade Names

None.

TRADEMARK REEL: 005032 FRAME: 0917

**RECORDED: 05/22/2013**