

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM316720

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Affinia International Inc.		07/17/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Federal-Mogul Chassis LLC		
<b>Street Address:</b>	26555 Northwestern Hwy		
<b>City:</b>	Southfield		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48033		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85928789	STOCK 2 DEMAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2483548103		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2483547745		
<b>Email:</b>	wendi.beieler@federalmogul.com		
<b>Correspondent Name:</b>	Wendi Beieler		
<b>Address Line 1:</b>	26555 Northwestern Hwy		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48033		
<b>ATTORNEY DOCKET NUMBER:</b>	AFFINIA CHAIN OF TITLE		
<b>NAME OF SUBMITTER:</b>	Wendi J. Beieler		
<b>SIGNATURE:</b>	/Wendi J. Beieler/		
<b>DATE SIGNED:</b>	09/11/2014		
<b>Total Attachments: 3</b>			
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## GLOBAL TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment effective 17 July 2014, between Affinia International Inc., a Delaware corporation with an address of 110 Technology Drive, Ann Arbor, Michigan 48108 ("Assignor"), and Federal-Mogul Chassis LLC, a Delaware company, with an address of 26555 Northwestern Highway, Southfield, Michigan 48033 ("Assignee"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, the Parties entered into an Asset Purchase Agreement dated as of January 21, 2014 (the "APA"); and

WHEREAS, under the terms of the APA, Assignor has agreed to execute and deliver this Global Trademark Assignment Agreement in connection with the applications and registrations listed on the attached Schedule A (collectively the "Marks") and the goodwill developed through the use of the Marks.

NOW THEREFORE, for good and valuable consideration as set forth in the APA, the receipt and adequacy of which are hereby acknowledged, the Parties agrees as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title, interest in and to the Marks, including all claims for past infringement, the applications and registrations therefor as identified on Schedule A and the goodwill of the business connected with the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. Cooperation. Assignor hereby agrees to execute and return any appropriate and necessary documents provided by Assignee that Assignee may reasonably request and require and cooperate with Assignee as reasonably necessary to give full effect to and to perfect the rights of Assignee in the Marks.

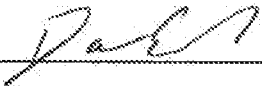
3. Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

4. Conflict. To the extent there is any conflict between this Agreement and the APA, the provisions of the APA will control.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date written below by their respective officers thereunto duly authorized.

Made by:

**Affinia International Inc. (Assignor)**

By: 

Name: David E. Sturgess

Title: Secretary

Date: 8/26/14

Received by:

**Federal-Mogul Chassis LLC (Assignee)**

By: 

Name: Michelle Taigman

Title: Assistant Secretary

Date: 9/4/14

SCHEDULE A

Name	Country	Appin Date	Appin Number	Current Owner
STOCK 2 DEMAND	United States	05/10/2013	85/928789	Affinia International Inc.