

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/18/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Affinia International Inc.		
Street Address:	1 Wix Way		
City:	Gastonia		
State/Country:	NORTH CAROLINA		
Postal Code:	28054		
Entity Type:	CORPORATION: DELAWARE		
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:	7344184279		
<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>			
Phone:	734-418-4278		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Jennifer Sheehan Anderson		
Address Line 1:	39400 Woodward Ave., Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	215407-324609 BOFA All		
NAME OF SUBMITTER:	Jennifer Sheehan Anderson		
SIGNATURE:	/Jennifer Sheehan Anderson/		

CH \$190.00 0422723

DATE SIGNED:	12/23/2014
Total Attachments: 3 source=Termination and Release of Security Interest in Trademarks BoA and All 1 #page1.tif source=Termination and Release of Security Interest in Trademarks BoA and All 1 #page2.tif source=Termination and Release of Security Interest in Trademarks BoA and All 1 #page3.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 18, 2014, by Bank of America, N.A., as Administrative Agent (the "Agent") in favor of Affinia International Inc. (the "Grantor"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement described below.

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of April 25, 2013 among Grantor, Affinia Group Intermediate Holdings, Inc., the Subsidiary Loan Parties from time to time party thereto and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor granted to the Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under, among other assets, the Trademark Collateral (as that term is defined in the Trademark Security Agreement) (the "Security Interest");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of April 25, 2013 between Grantor and the Agent (the "Trademark Security Agreement"), Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on April 26, 2013 at Reel/Frame 5015/0111;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral (but no other collateral) listed on Schedule I hereto (the "Released Trademark Collateral") under the Collateral Agreement and the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

- (a) Agent, on behalf of the Secured Parties, hereby terminates, releases and discharges its Security Interest in the Released Trademark Collateral, and any right, title or interest of the Agent in such Released Trademark Collateral shall hereby cease and become void.
- (b) Agent hereby agrees, at Grantor's expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be requested by Grantor and reasonably necessary to affect the release of the Security Interest contemplated hereby.
- (c) This Release shall be governed by, and construed in accordance with the laws of the State of New York.

This Termination and Release constitutes a "Loan Document" for all purposes under the Credit Agreement, and the obligations of the Loan Parties, and the rights and remedies available to the Agent and the Secured Parties under the Credit Agreement, in each case, with respect to Loan Documents, apply to this Termination and Release.

IN WITNESS WHEREOF, the Agent has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed as of the date first written above.

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

By: Steve M. Siano
Name: STEVE M. SIANO
Title: SVP

Signature Page to Termination and Release of Security Interest in Trademarks

Error! Unknown document property name.

TRADEMARK
REEL: 005425 FRAME: 0501

SCHEDULE I

TRADEMARK/TRADE NAMES OWNED BY AFFINIA GROUP INC.

U.S. Trademark Registrations

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

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Trade Names

None.