

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329410

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assigned marks section by removing 3270579, 3289238, and 2299936 previously recorded on Reel 005438 Frame 0732. Assignor(s) hereby confirms the assignment should only include 4013435, 4017135, 4019799, 4013577, 3813596, 422723, 86/404289, 86/404274, and 2562738.
RESUBMIT DOCUMENT ID:	900312622

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Affinia International Inc.		12/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BPI Holdings International, Inc.
Street Address:	4400 Prime Parkway
City:	McHenry
State/Country:	ILLINOIS
Postal Code:	60050
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4013435	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATI
Registration Number:	4017135	R-300
Registration Number:	4019799	RAYBESTOS
Registration Number:	4013577	RAYBESTOS SAFETY FIRST ENGINEERING RESEA
Registration Number:	3813596	RAYBESTOS THE CHOICE IN CHASSIS
Registration Number:	0422723	RAYBESTOS
Serial Number:	86404289	RAYLIANT
Serial Number:	86404274	RELIANT RELIABLE STOPPING POWER
Registration Number:	2562738	THE BEST IN BRAKES

CORRESPONDENCE DATA

Fax Number: 3125585700

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.

Phone: 3125585963

Email: wdomainmanagement@winston.com

Correspondent Name: Paul D. McGrady, Jr.

TRADEMARK

Address Line 1: 35 WEST WACKER DRIVE
Address Line 2: WINSTON & STRAWN LLP
Address Line 4: CHICAGO, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 14367.2148

NAME OF SUBMITTER: Liz Brodzinski

SIGNATURE: /Liz Brodzinski/

DATE SIGNED: 01/20/2015

Total Attachments: 27

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affinia Group Inc.		12/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BPI Holdings International, Inc.		
Street Address:	4400 Prime Parkway		
City:	McHenry		
State/Country:	ILLINOIS		
Postal Code:	60050		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4013435	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATI	
Registration Number:	3270579	ADVANCED TECHNOLOGY	
Registration Number:	3289238	PROFESSIONAL GRADE	
Registration Number:	4017135	R-300	
Registration Number:	4019799	RAYBESTOS	
Registration Number:	4013577	RAYBESTOS SAFETY FIRST ENGINEERING RESEA	
Registration Number:	3813596	RAYBESTOS THE CHOICE IN CHASSIS	
Registration Number:	0422723	RAYBESTOS	
Serial Number:	86404289	RAYLIANT	
Serial Number:	86404274	RELIANT RELIABLE STOPPING POWER	
Registration Number:	3299936	SERVICE GRADE	
Registration Number:	2562738	THE BEST IN BRAKES	

CORRESPONDENCE DATA

Fax Number: 3125585700
Phone: 3125585963
Email: wsdomainmanagement@winston.com

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.

Correspondent Name: Paul D. McGrady, Jr.
Address Line 1: 35 West Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	14367.2148
NAME OF SUBMITTER:	Liz Brodzinski
Signature:	/Liz Brodzinski/
Date:	01/12/2015

Total Attachments: 23

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RECEIPT INFORMATION

ETAS ID: TM328677
Receipt Date: 01/12/2015
Fee Amount: \$315

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328890

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assigned marks previously recorded on Reel 005438 Frame 0732. Assignor(s) hereby confirms the assigned marks were conveyed by Affinia International Inc..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Affinia International Inc.		12/18/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BPI Holdings International, Inc.
Street Address:	4400 Prime Parkway
City:	McHenry
State/Country:	ILLINOIS
Postal Code:	60050
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4013435	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATI
Registration Number:	4017135	R-300
Registration Number:	4019799	RAYBESTOS
Registration Number:	4013577	RAYBESTOS SAFETY FIRST ENGINEERING RESEA
Registration Number:	3813596	RAYBESTOS THE CHOICE IN CHASSIS
Registration Number:	0422723	RAYBESTOS
Serial Number:	86404289	RAYLIANT
Serial Number:	86404274	RELIANT RELIABLE STOPPING POWER
Registration Number:	2562738	THE BEST IN BRAKES

CORRESPONDENCE DATA

Fax Number: 3125585700

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.

Phone: 3125585963

Email: wsdomainmanagement@winston.com

Correspondent Name: Paul D. McGrady, Jr.

Address Line 1: 35 WEST WACKER DRIVE

Address Line 2: WINSTON & STRAWN LLP

Address Line 4: CHICAGO, ILLINOIS 60601

TRADEMARK

REEL: 005444 FRAME: 0374

CH \$240.00 4013435

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 18th day of December, 2014 (the "Effective Date"), is by and among Affinia Group Inc., a Delaware corporation having its principal place of business 1 Wix Way Gastonia, NC 28054 ("AGI"), Affinia International Inc., a Delaware corporation having its principal place of business at 1 Wix Way, Gastonia, NC 28054 ("AII," and together with AGI, "Assignor") and BPI Holdings International, Inc. a Delaware corporation having its principal place of business at 4400 Prime Parkway, McHenry, IL 60050 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Intellectual Property Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in the Purchased Intellectual Property Rights (as such term is defined in the Purchase Agreement), owned by the Assignor;

WHEREAS, the Purchased Intellectual Property includes the trademark applications and registrations identified on the attached Schedule A (the "Trademarks"), the domain name registrations identified on the attached Schedule B (the "Domain Names"); and the U.S. copyright registrations and applications identified on the attached Schedule C (the "Copyrights"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Purchased Intellectual Property.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Purchased Intellectual Property, including without limitation: (a) the Trademarks identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; and (c) the Copyrights identified on Schedule C.

Assignor further assigns to Assignee all of Assignor's rights in any and all jurisdictions throughout the world (i) in and to causes of action and enforcement rights associated with the Trademarks, Domain Names, Copyrights and other Purchased Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the Trademarks, Domain Names, Copyrights and other Purchased Intellectual Property, (ii) royalties, fees, income and other payments and proceeds due or accrued after the Effective Date and thereafter under or arising from such Trademarks, Domain Names, Copyrights and other Purchased Intellectual Property, if any, and (iii) to apply in any or all countries of the world for patent, trademark and copyright or other protection for the Purchased Intellectual Property.

Assignor agrees that it will, at Assignee's expense, place each of the Domain Names in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the Domain Names or any required information to

effectuate the transfer of Assignor's right, title, and interest in the Domain Names (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names.

Assignor agrees that from time to time, no later than 150 days from the Closing Date under the Purchase Agreement, at the reasonable request and expense of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to record the rights granted hereunder in the Purchased Intellectual Property in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the works, and the Assignor shall cooperate therewith, at the Assignee's expense.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

In the event of a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

The Laws of the State of Delaware (without reference to its principles of conflicts of law) shall govern the construction, interpretation and other matters arising out of or in connection with this Assignment and its schedules (whether arising in contract, tort, equity or otherwise).

[signature pages follow]

The undersigned have caused this Intellectual Property Rights Assignment to be executed as of the Effective Date.

Affinia Group Inc.

By: *Maggie M. Drozd*
Maggie M. Drozd, Vice President

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF GASTON)

I hereby certify that on this 18 day of December, 2014, personally appeared Maggie M. Drozd, Vice President of Affinia Group Inc., a Delaware corporation, who is personally known to me and she acknowledged before me that she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

Naundra N. Taylor
Notary Public

NAUNDRA N. TAYLOR
NOTARY PUBLIC
Catawba County
North Carolina
My Commission Expires 07-14-19

Affinia Group Inc.

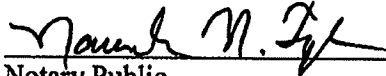
By: 

David Sturgess, Senior Vice President

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF GASTON)

I hereby certify that on this 18 day of December, 2014, personally appeared David Sturgess, Senior Vice President of Affinia Group Inc., a Delaware corporation, who is personally known to me and he acknowledged before me that he executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.


Notary Public

NAUNDRA N. TAYLOR
NOTARY PUBLIC
Cabarrus County
North Carolina
My Commission Expires 02-14-19

Affinia International Inc.

By: Maggie M. Drozd

Maggie M. Drozd, Vice President

STATE OF NORTH CAROLINA

)

COUNTY OF GASTON

)

ss:

)

I hereby certify that on this 18 day of December, 2014, personally appeared Maggie M. Drozd, Vice President of Affinia International Inc., a Delaware corporation, who is personally known to me and he/she acknowledged before me that she executed the foregoing document as her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

Naundra N. Taylor
Notary Public

NAUNDRA N. TAYLOR
NOTARY PUBLIC
Catawba County
North Carolina
My Commission Expires 08-14-19

BPI Holdings International, Inc.

By: _____

[Handwritten Signature]

Name: _____

H. David Overbeeke

Title: _____

President & CEO

STATE OF Illinois

)

COUNTY OF McHenry

)

ss:

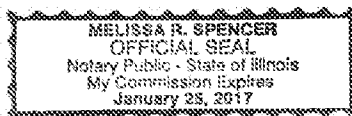
)

I hereby certify that on this 10th day of December, 2014, personally appeared H. David Overbeeke, President & CEO of BPI Holdings International, Inc. a Delaware corporation, who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.







Melissa R. Spencer



Notary Public















SCHEDULE A
Purchased Intellectual Property - Trademarks







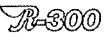
Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
Algeria	RAYBESTOS	Registered	76899	01/28/2009	12	Affinia International Inc.
Argentina	RAYBESTOS	Registered	2500852	01/23/2002	12	Affinia International Inc.
Argentina	RAYBESTOS THE CHOICE IN CHASSIS & Design	Registered	2410285	11/25/2010	12	Affinia International Inc.
Argentina	RAYBESTOS	Pending	3369498	11/20/2014	1	Affinia International Inc.
Australia	R-300	Registered	1405251	01/24/2011	12	Affinia International Inc.
Australia	RAYBESTOS & Design <i>Raybestos</i>	Registered	621829	02/03/1994	12	Affinia International Inc.
Austria	RAYBESTOS & Design <i>Raybestos</i>	Registered	152286	04/22/1994	12	Affinia International Inc.
Azerbaijan	RAYBESTOS	Registered	2010 0605	05/26/2010	12	Affinia International Inc.
Belarus	RAYBESTOS	Registered	39882	08/01/2012	12	Affinia International Inc.
Bolivia	RAYBESTOS	Registered	58898	11/05/1991	12	Affinia International Inc.
Bolivia	RAYBESTOS	Pending	SM062572014	11/20/2014	1	Affinia International Inc.
Bosnia	RAYBESTOS DESIGN 2 <i>Raybestos</i>	Registered	520625	12/22/1987	12	Affinia International Inc.
Brazil	RAYBESTOS	Pending	908622627	11/19/2014	1	Affinia International Inc.
Brazil	RAYBESTOS	Registered	819333212	03/02/1999	12	Affinia International Inc.
Brazil	RAYBESTOS	Pending	901104809	08/08/2008	12	Affinia International Inc.
Canada	ADVANCED TECHNOLOGY	Registered	TMA694701	08/24/2007	12	Affinia Group Inc.
Canada	R-300	Registered	TMA805550	08/30/2011	12	Affinia International Inc.
Canada	RAYBESTOS	Registered	TMA844205	02/21/2013	12	Affinia International

Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
						Inc.
Canada	RAYBESTOS & Design 	Registered	TMA665099	05/29/2006	12	Affinia International Inc.
Canada	RAYBESTOS SAFETY SHIELD & Design 	Pending	1484569	06/10/2010	12	Affinia International Inc.
Canada	RAYBESTOS SAFETY SHIELD & Design (all language) 	Pending	1485788	06/18/2010	12	Affinia International Inc.
Canada	RAYBESTOS THE CHOICE IN CHASSIS & Design	Registered	786132	12/30/2010	12	Affinia International Inc.
Canada	SERVICE GRADE	Registered	TMA704516	01/11/2008	12	Affinia Group Inc.
Chile	RAYBESTOS	Registered	873603	01/22/2010	12	Affinia International Inc.
Chile	RAYBESTOS	Pending	1132085	11/19/2014	1	Affinia International Inc.
China	R-300 (stylized) 	Registered	9657798	09/07/2012	12	Affinia International Inc.
China	RAYBESTOS	Registered	6894411	06/07/2010	12	Affinia International Inc.
China	RAYBESTOS & Design 	Registered	1012694	05/21/1997	12	Affinia International Inc.
China	RAYBESTOS (IN CHINESE) 	Registered	1197391	08/07/1998	12	Affinia International Inc.


Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
China	RAYBESTOS SAFETY SHIELD & Design 	Registered	8873387	03/21/2012	12	Affinia International Inc.
Colombia	R-300	Registered	429207	06/30/2011	12	Affinia International Inc.
Colombia	RAYBESTOS	Registered	421767	03/29/2011	12	Affinia International Inc.
Colombia	RAYBESTOS & Design <i>Raybestos</i>	Registered	321666	09/26/2006	12	Affinia International Inc.
Colombia	RAYBESTOS SAFETY SHIELD & Design 	Registered	421768	03/29/2011	12	Affinia International Inc.
Colombia	RAYBESTOS	Pending	14 254507	11/19/2014	1	Affinia International Inc.
Congo	RAYBESTOS	Registered	180782013	01/15/2013	12	Affinia International Inc.
Congo	RAYBESTOS	Registered	6763/98	08/06/1998	12	Affinia International Inc.
Costa Rica	RAYBESTOS	Registered	193317	08/03/2009	12	Affinia International Inc.
Croatia	RAYBESTOS & Design <i>Raybestos</i>	Registered	Z931883	12/05/1996	12	Affinia International Inc.
Czech Republic	RAYBESTOS & Design <i>Raybestos</i>	Registered	283980	09/25/2006	12	Affinia International Inc.
Dominican Republic	RAYBESTOS	Registered	174418	06/01/2009	12	Affinia International Inc.
Ecuador	R-300	Registered	5495-11	07/25/2011	12	Affinia International Inc.
Ecuador	RAYBESTOS	Registered	2818-11	05/04/2011	12	Affinia International Inc.
Ecuador	RAYBESTOS & Design	Registered	5294	10/25/1996	12	Affinia International Inc.







Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
						
Ecuador	RAYBESTOS SAFETY SHIELD & Design 	Registered	2817-11	05/04/2011	12	Affinia International Inc.
Egypt	RAYBESTOS & Design 	Registered	90252	05/31/1998	12	Affinia International Inc.
El Salvador	R-300	Registered	91174	08/24/2011	12	Affinia International Inc.
El Salvador	RAYBESTOS	Registered	128147	03/02/2010	12	Affinia International Inc.
El Salvador	RAYBESTOS SAFETY SHIELD & Design 	Registered	106172	07/19/2011	12	Affinia International Inc.
European Union (CTM)	R-300	Registered	009669011	06/27/2011	12	Affinia International Inc.
European Union (CTM)	RAYBESTOS	Registered	007146244	05/14/2009	007, 12, 017	Affinia International Inc.
European Union (CTM)	RAYBESTOS & Design 	Registered	000782847	07/05/1999	007, 12, 017	Affinia International Inc.
European Union (CTM)	RAYBESTOS SAFETY SHIELD & Design 	Registered	009444829	02/28/2011	12	Affinia International Inc.
Georgia	RAYBESTOS	Registered	M20291	02/26/2010	12	Affinia International Inc.
Germany	RAYBESTOS DESIGN 2 	Registered	1108464	07/10/1987	12	Affinia International Inc.
Greece	RAYBESTOS &	Registered	129851	09/17/1998	12	Affinia International







Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
	Design 					Inc.
Guatemala	RAYBESTOS	Pending	2009-0434	01/27/2009	12	Affinia International Inc.
Guatemala	R-300	Registered	177181	07/25/2011	12	Affinia International Inc.
Guatemala	RAYBESTOS SAFETY SHIELD & Design (no words) 	Registered	188647	05/07/2013	12	Affinia International Inc.
Guatemala	RAYBESTOS SAFETY SHIELD & Design 	Pending	2011-6354	07/28/2011	12	Affinia International Inc.
Guinea-Bissau	RAYBESTOS	Registered	P5/0307	04/13/1999	12	Affinia International Inc.
Guyana	RAYBESTOS	Pending	26, 831A	11/25/2014	12	Affinia International Inc.
Honduras	R-300	Registered	119254	03/23/2012	12	Affinia International Inc.
Honduras	RAYBESTOS	Registered	88243	07/17/2003	12	Affinia International Inc.
Honduras	RAYBESTOS	Registered	117674	10/20/2011	12	Affinia International Inc.
Honduras	RAYBESTOS SAFETY SHIELD & Design 	Registered	118441	12/19/2011	12	Affinia International Inc.
Hong Kong	R-300	Registered	301818054	01/24/2011	12	Affinia International Inc.
Hong Kong	RAYBESTOS AND RAYBESTOS & Design 	Registered	199812913	12/10/1998	12	Affinia International Inc.
Hungary	RAYBESTOS & Design	Registered	150103	03/17/1998	12	Affinia International Inc.







Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
						
India	RAYBESTOS	Registered	613395	12/06/1993	12	Affinia International Inc.
India	RAYBESTOS	Registered	1716334	10/10/2011	12	Affinia International Inc.
Indonesia	RAYBESTOS & Design 	Registered	IDM000341749	02/04/2000	12	Affinia International Inc.
Iran	RAYBESTOS & Design 	Registered	82021	01/19/1998	12	Affinia International Inc.
Israel	R-300	Registered	235000	06/04/2012	12	Affinia International Inc.
Israel	RAYBESTOS	Registered	233042	10/04/2011	12	Affinia International Inc.
Israel	RAYBESTOS & Design 	Registered	143225	01/02/2002	12	Affinia International Inc.
Israel	RAYBESTOS SAFETY SHIELD & Design 	Registered	233043	10/04/2011	12	Affinia International Inc.
Jamaica	RAYBESTOS & Design 	Registered	29491	01/26/2001	12	Affinia International Inc.
Japan	R-300 (stylized) 	Registered	5475795	03/02/2012	12	Affinia International Inc.
Japan	RAYBESTOS & Design	Registered	4280676	06/04/1999	12	Affinia International Inc.




Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
	<i>Raybestos</i>					
Jordan	RAYBESTOS & Design <i>Raybestos</i>	Registered	51589	11/10/2005	12	Affinia International Inc.
Kazakhstan	RAYBESTOS	Registered	33857	09/15/2010	12	Affinia International Inc.
Kenya	RAYBESTOS & Design <i>Raybestos</i>	Registered	39870	08/28/1997	12	Affinia International Inc.
Kosovo	RAYBESTOS	Pending	8246	01/27/2009	12	Affinia International Inc.
Kosovo	RAYBESTOS & Design <i>Raybestos</i>	Pending	3959	10/15/2008	7, 12	Affinia International Inc.
Kyrgyzstan	RAYBESTOS	Registered	9922	01/30/2010	12	Affinia International Inc.
Lebanon	RAYBESTOS	Registered	120368	01/28/2009	12	Affinia International Inc.
Malaysia	RAYBESTOS & Design <i>Raybestos</i>	Registered	92005333	08/01/1999	12	Affinia International Inc.
Mexico	R-300	Registered	1204200	02/28/2011	12	Affinia International Inc.
Mexico	RAYBESTOS	Registered	1143624	02/17/2010	12	Affinia International Inc.
Mexico	RAYBESTOS & Design <i>Raybestos</i>	Registered	580907	06/30/1998	009	Affinia International Inc.
Mexico	RAYBESTOS & Design <i>Raybestos</i>	Registered	583313	07/31/1998	12	Affinia International Inc.
Mexico	RAYBESTOS	Registered	1176963	08/30/2010	12	Affinia International


Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
	SAFETY SHIELD & Design 					Inc.
Mexico	RAYBESTOS THE CHOICE IN CHASSIS & Design	Registered	1172796	08/16/2010	12	Affinia International Inc.
Moldova	RAYBESTOS	Registered	19696	03/09/2010	12	Affinia International Inc.
Montenegro	RAYBESTOS DESIGN 2 <i>Raybestos</i>	Registered	520625	12/22/1987	12	Affinia International Inc.
Morocco	RAYBESTOS DESIGN 2 <i>Raybestos</i>	Registered	41163	06/03/1968	007, 12, 017	Affinia International Inc.
New Zealand	R-300	Registered	836253	09/23/2010	12	Affinia International Inc.
New Zealand	RAYBESTOS	Registered	214569	01/27/1995	12	Affinia International Inc.
Nicaragua	RAYBESTOS	Registered	2010089923 LM	04/13/2010	12	Affinia International Inc.
Nigeria	RAYBESOTS	Pending	FTM2009135 9	01/12/2009	12	Affinia International Inc.
North Korea	RAYBESTOS DESIGN 2 <i>Raybestos</i>	Registered	520625	12/22/1987	12	Affinia International Inc.
Norway	R-300	Registered	268608	12/07/2012	12	Affinia International Inc.
Norway	RAYBESTOS & Design <i>Raybestos</i>	Registered	159265	09/16/1993	12	Affinia International Inc.
OAPI	RAYBESTOS	Registered	39259	04/13/1999	12	Affinia International Inc.
Pakistan	RAYBESTOS & Design <i>Raybestos</i>	Registered	190632	12/22/2003	12	Affinia International Inc.

Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
Panama	R-300	Registered	197768	02/23/2011	12	Affinia International Inc.
Panama	RAYBESTOS WINGED DESIGN	Registered	60913	04/21/1992	12	Affinia International Inc.
Paraguay	RAYBESTOS & Design 	Registered	314827	01/02/1998	12	Affinia International Inc.
Paraguay	RAYBESTOS	Pending	52150/2014	11/20/2014	1	Affinia International Inc.
Peru	R-300	Registered	175543	05/06/2011	12	Affinia International Inc.
Peru	RAYBESTOS	Registered	12111	12/29/2004	12	Affinia International Inc.
Peru	RAYBESTOS	Pending	597353	11/20/2014	1	Affinia International Inc.
Philippines	RAYBESTOS & Design 	Registered	057482	03/24/1994	12	Affinia International Inc.
Poland	RAYBESTOS & Design 	Registered	117084	01/10/2000	12	Affinia International Inc.
Romania	RAYBESTOS & Design 	Registered	2R019370	09/24/1991	12	Affinia International Inc.
Russia	RAYBESTOS	Registered	389613	09/22/2009	12	Affinia International Inc.
Russia	RAYBESTOS DESIGN 2 	Registered	520625	12/22/1987	12	Affinia International Inc.
Russia	RAYBESTOS SAFETY SHIELD & Design 	Registered	489248	06/07/2013	12	Affinia International Inc.
Saudi Arabia	R-300	Registered	136158	05/20/2012	12	Affinia International Inc.
Saudi Arabia	RAYBESTOS	Registered	131590	01/30/2012	12	Affinia International Inc.

Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
Saudi Arabia	RAYBESTOS & Design 	Registered	50454	09/16/1998	12	Affinia International Inc.
Saudi Arabia	RAYBESTOS SAFETY SHIELD & Design 	Registered	137156	07/03/2012	12	Affinia International Inc.
Serbia	RAYBESTOS DESIGN 2 	Registered	520625	12/22/1987	12	Affinia International Inc.
Singapore	RAYBESTOS & Design 	Registered	T99/11236F	10/07/1999	12	Affinia International Inc.
Slovenia	RAYBESTOS	Registered	9370241	02/09/1996	007, 12, 017	Affinia International Inc.
South Africa	RAYBESTOS	Registered	1993/10660	02/08/1996	12	Affinia International Inc.
South Korea	RAYBESTOS	Registered	40-0477277	09/20/2000	12	Affinia International Inc.
South Korea	RAYBESTOS	Registered	400797424	08/10/2009	12	Affinia International Inc.
Sri Lanka	RAYBESTOS	Pending	149196	01/26/2009	12	Affinia International Inc.
Sudan	RAYBESTOS &  Design	Registered	27409	04/04/1999	12	Affinia International Inc.
Suriname	RAYBESTOS	Pending		11/20/2014	1	Affinia International Inc.
Suriname	RAYBESTOS	Registered	21759	02/05/2009	12	Affinia International Inc.
Switzerland	RAYBESTOS & Design 	Registered	461301	11/18/1998	12	Affinia International Inc.
Syria	RAYBESTOS	Registered	116928	09/26/2010	12	Affinia International Inc.
Taiwan	RAYBESTOS & Design	Registered	797758	03/01/1998	12	Affinia International Inc.

Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
						
Thailand	RAYBESTOS & Design 	Registered	KOR112395	05/01/2000	12	Affinia International Inc.
Tunisia	RAYBESTOS	Registered	EE.88.645	11/02/1988	12	Affinia International Inc.
Turkey	R-300	Registered	201107171	01/23/2012	12	Affinia International Inc.
Turkey	RAYBESTOS &  Design	Registered	165362	10/02/1995	12	Affinia International Inc.
UAE	RAYBESTOS	Registered	160949	12/07/2011	12	Affinia International Inc.
Ukraine	RAYBESTOS DESIGN 2 	Registered	520625	12/22/1987	12	Affinia International Inc.
United States	ACE RAYBESTOS ADVANCED CERTIFIED EDUCATION BRAKE & CHASSIS 	Registered	4,013,435	08/16/2011	041	Affinia International Inc.
United States	ADVANCED TECHNOLOGY	Registered	3,270,579	07/24/2007	12	Affinia Group Inc.
United States	PROFESSIONAL GRADE	Registered	3,289,238	09/04/2007	12	Affinia Group Inc.
United States	R-300	Registered	4,017,135	08/23/2011	12	Affinia International Inc.
United States	RAYBESTOS	Registered	4,019,799	08/30/2011	12	Affinia International Inc.
United States	RAYBESTOS SAFETY SHIELD & Design 	Registered	4,013,577	08/16/2011	12	Affinia International Inc.
United States	RAYBESTOS THE CHOICE IN	Registered	3,813,596	07/06/2010	12	Affinia International Inc.

Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
	CHASSIS & Design					
United States	RAYBESTOS WINGED DESIGN	Registered	422,723	08/06/1946	12	Affinia International Inc.
United States	RAYLIANT (stylized)	Pending	86/404,289	09/24/2014	12	Affinia International Inc.
United States	RAYLIANT RELIABLE STOPPING POWER	Pending	86/404,274	09/24/2014	12	Affinia International Inc.
United States	SERVICE GRADE	Registered	3,299,936	09/25/2007	12	Affinia Group Inc.
United States	THE BEST IN BRAKES	Registered	2,562,738	04/23/2002	12	Affinia International Inc.
Uruguay	RAYBESTOS & Design 	Registered	413412	06/20/1990	12	Affinia International Inc.
Uruguay	RAYBESTOS	Pending	460.289	11/20/2014	1	Affinia International Inc.
Uzbekistan	RAYBESTOS	Registered	MGU 18891	10/15/2009	12	Affinia International Inc.
Venezuela	RAYBESTOS	Pending	1857414	11/27/2014	1	Affinia International Inc.
Venezuela	RAYBESTOS	Registered	F158788	05/02/1994	8	Affinia International Inc.
Venezuela	RAYBESTOS SAFETY SHIELD & Design 	Pending	2010-19841	12/01/2010	12	Affinia International Inc.
Venezuela	RAYBESTOS	Pending	2010-19840	12/01/2010	12	Affinia International Inc.
Venezuela	RAYBESTOS R-300	Pending	2011-4872	03/29/2011	12	Affinia International Inc.
Vietnam	RAYBESTOS	Registered	147218	06/02/2010	12	Affinia International Inc.
WIPO	RAYBESTOS DESIGN 2 	Registered	520625	12/22/1987	12	Affinia International Inc.
Zambia	RAYBESTOS	Registered	71/2009	07/28/2008	12	Affinia International Inc.
Zimbabwe (Rhodesia)	RAYBESTOS	Registered	40/36	07/20/1936	12, 017	Affinia International Inc.
Zimbabwe (Rhodesia)	RAYBESTOS & Design	Pending	265/98	03/05/1998	12	Affinia International Inc.

Country	Mark	Status	App/Reg #	App/Reg Date	Classes	Owner
	<i>Raybestos</i>					
COMMON LAW			Common law mark			Affinia International Inc.
COMMON LAW	<i>Raybestos</i> <small>The Best in Brushes</small>		Common law mark			Affinia International Inc.
COMMON LAW	<i>Raybestos</i>		Common law mark			Affinia International Inc.
COMMON LAW	<i>Raybestos</i>		Common law mark			Affinia International Inc.

SCHEDULE B
Purchased Intellectual Property – Domain Names

Name	Registrant	Exp. Date	Registrar
raybestos.asia	Affinia Group Inc.	02/07/16	Markmonitor
raybestos.com	Affinia Group Inc.	11/28/16	Markmonitor
raybestos.com.br	Affinia Automotiva Ltda	07/17/15	Markmonitor
raybestos.com.tw ¹	Affinia Group Inc.	06/26/15	Markmonitor
raybestos.com.ve	Danaven C.A. / Adela Molina	2/23/15	NIC-Venezuela - CONATEL
raybestos.net	Affinia Group Inc.	02/09/16	Markmonitor
raybestosbrakeandchassis.com	Affinia Group Inc.	01/31/15	Markmonitor
raybestosbrakeandchassis.net	Affinia Group Inc.	02/09/16	Markmonitor
raybestosbrakes.com.cn	Affinia Group Inc.	09/12/16	Markmonitor
raybestostroubleshootingguide.com	Affinia Group Inc.	11/30/15	Markmonitor
raybestoschassis.com	Affinia Group Inc.	01/31/15	Markmonitor
raybestoschassis.net	Affinia Group Inc.	02/19/16	Markmonitor
raybestospowertrain.tw	Affinia Group Inc.	06/26/15	Markmonitor
raybestoracing.com	Affinia Group Inc.	12/29/16	Markmonitor
raybestosgarage.com	Affinia Group Inc.	04/21/15	Markmonitor
raybestos.tw	Affinia Group Inc.	06/26/15	Markmonitor
raybestos-video-information.com	Affinia Group Inc.	11/30/15	Markmonitor
readytogo123raybestos.com	Affinia Group Inc.	09/19/15	Markmonitor
thebestinbrakes.biz	Affinia Group Inc.	02/18/15	Markmonitor
thebestinbrakes.com	Affinia Group Inc.	02/14/16	Markmonitor

¹ As of December 17, 2014, Sellers are still investigating ownership and control of the domain name raybestos.com.ve; it may or may not be within the ownership or control of Sellers.

SCHEDULE C
Purchased Intellectual Property – Copyrights

Title	Reg. No.	Status	Exp. Date	Owner
AIMCO-Application Guide, Buyer's Guide, Interchanges (Catalog 1998-99)	TXu877,559	Registered	10/05/2026	Affinia Group Inc.
AIMCO-Application Guide, Buyer's Guide, Interchanges- 1997-98 Master Catalog	TXu880,894	Registered	10/09/2026	Affinia Group Inc.
Raybestos The Best in Brakes - BPC25	TX 6-403-173	Registered	06/02/2101	Affinia Group Inc.
AMICO Brake Parts Catalog AM07	TX 6-421-103	Registered	06/30/2101	Affinia Group Inc.
Raybestos The Best in Brakes Medium Duty Truck BPC-MD1	TX 6-421-102	Registered	07/31/2101	Affinia Group Inc.
Raybestos The Best in Brakes Interchange Listing RIG06	TX 6-432-993	Registered	07/31/2101	Affinia Group Inc.
AIMCO Interchange Listing Passenger Cars/ Light Trucks/ SUV's AIG06	TX 6-436-357	Registered	08/01/2101	Affinia Group Inc.
Raybestos The Best in Brakes Buyer's Guide/Numerical Listing RBG06	TX 6-447-796	Registered	09/01/2101	Affinia Group Inc.
Raybestos The Best in Brakes Medium Duty Truck Domestic & Import Hydraulic Brake Parts Model Years 1980-2006 BPC-MD1	TX 6-439-789	Registered	09/29/2101	Affinia Group Inc.
Raybestos The Best in Brakes 1987-2007 Quick Reference Guide RQR06	TX 6-439-387	Registered	10/01/2101	Affinia Group Inc.
AIMCO Buyer's Guide/Numerical Listing ABG06	TX 6-449-406	Registered	10/01/2101	Affinia Group Inc.
Raybestos The Best in Brakes Master Reference Guide MRG-7	TX 6-449-337	Registered	10/01/2101	Affinia Group Inc.
Raybestos Special Friction Catalog APS07	TX 6-567-932	Registered	04/30/2102	Affinia Group Inc.
Raybestos The Best in Brakes BPC16A	TX 6-624-943	Registered	08/16/2102	Affinia Group Inc.
Raybestos Medium Duty Truck BPC-MD2	TX 6-960-042	Registered	01/16/2103	Affinia Group Inc.
2008 Raybestos Domestic and Import Brake Parts BPC-LM-08	TX 6-879-815	Registered	08/13/2103	Affinia Group Inc.
Raybestos Model Years 1975-1990 BPC-EM-09	TX 6-958-989	Registered	01/30/2104	Affinia Group Inc.
Raybestos Model Years 1932-1974 BPC-VIN-09	TX 6-981-644	Registered	03/02/2104	Affinia Group Inc.
2010 Raybestos Medium Duty & Fleet Brake Catalog BPC-MD10	TX 7-063-713	Registered	11/09/2104	Affinia Group Inc.
1991-2010 Brake Parts Catalog BPC-LM-10	TX 7-219-342	Registered	07/12/2105	Affinia Group Inc.
Raybestos 2000-2011 Quick Reference Guide RQR-11	TX 7-328-002	Registered	01/31/2106	Affinia Group Inc.
Raybestos 1991-1999 Brake Parts Catalog BPC-IM-11	TX 7-355-294	Registered	04/05/2106	Affinia Group Inc.
Raybestos 2000-2012 Brake Parts Catalog BPC-LM-11	TX 7-362-391	Registered	04/05/2106	Affinia Group Inc.
Raybestos 2012 Medium Duty & Fleet Brake Catalog BPC-MD12	TX 7-450-598	Registered	11/04/2106	Affinia Group Inc.
2000-2012 Raybestos Quick Reference Guide RQR-12	TX 7-502-861	Registered	03/13/2107	Affinia Group Inc.
Raybestos 2013 Heavy Duty Chassis Parts Catalog RCHD-14 (January 2014) Supersedes RCHD-12	TX 7-823-881	Registered	12/26/2108	Affinia Group Inc.

