

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BWDAC, Inc. | FORMERLY BWD International Inc. | 11/30/2004 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Affinia Group Inc. | | |
| Street Address: | 1796 Indian Wood Circle | | |
| City: | Maumee | | |
| State/Country: | OHIO | | |
| Postal Code: | 43537 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1339100 | CYCLOPS | |
| Registration Number: | 1373498 | GENERAL GENERAL GENERAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)455-2502 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (212) 455-2781 | | |
| Email: | LLevy@stblaw.com | | |
| Correspondent Name: | Christopher Mitchell, Esq. | | |
| Address Line 1: | Simpson Thacher & Bartlett LLP | | |
| Address Line 2: | 425 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| NAME OF SUBMITTER: | Christopher Mitchell | | |
| Signature: | /cm/ | | |
| Date: | 01/13/2005 | | |

OP \$65.00 1339100

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION (this "*Assignment*"), dated as of November 30, 2004, is by and among Affinia Group Inc., a Delaware corporation ("*Purchaser*") and BWDAC, Inc. (formerly known as BWD International Inc.), a Delaware corporation ("*BWD*").

W I T N E S S E T H:

WHEREAS, pursuant to, and on the terms and subject to the conditions of, the Stock and Asset Purchase Agreement, dated as of July 8, 2004 (the "*Purchase Agreement*"), by and between Dana Corporation ("*Dana*"), BWD's parent company, and Purchaser, Dana has agreed to sell, assign, transfer, convey and deliver, or cause one or more of its Subsidiaries (other than an Acquired Company) to sell, assign, transfer, convey and deliver to Purchaser and its subsidiaries, and Purchaser has agreed to purchase, acquire and accept from Dana, all of Dana's respective right, title and interest in, to and under all of the Purchased Assets, and Purchaser has agreed to assume the Assumed Liabilities; and

WHEREAS, the Purchased Intellectual Property constitutes a portion of the Purchased Assets.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows (all capitalized terms herein shall have the same respective meanings as prescribed to them in the Purchase Agreement).

1. Effective as of the Closing and on the terms and subject to the conditions of the Purchase Agreement, (a) BWD hereby assigns, transfers, conveys and delivers to Purchaser, and (b) Purchaser hereby (i) accepts such assignment, transfer, conveyance and delivery of all of BWD's respective right, title and interest in, to and under the Purchased Intellectual Property including the Intellectual Property set forth on Schedule A hereto and (ii) assumes all of the Assumed Liabilities relating to, arising out of or resulting from the Purchased Intellectual Property including the Intellectual Property set forth on Schedule A hereto.

2. The respective rights of Dana, on the one hand, and Purchaser, on the other, with respect to the Purchased Intellectual Property and the related Assumed Liabilities shall be governed by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the parties agree that the Purchase Agreement shall control.

3. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective assigns.

4. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made in and to be wholly performed in such state, without regard to principles of conflicts of laws.

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

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

BWDAC, Inc. (formerly known as BWD
INTERNATIONAL, INC.)

By: *A. Glenn Paton*
Name: *A. Glenn Paton*
Title: *Vice President and Treasurer*

AFFINIA GROUP INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representatives as of the day and year first above written.

BWDAC, Inc. (formerly known as BWD INTERNATIONAL, INC.)

By: _____
Name:
Title:

AFFINIA GROUP INC.

By: Susan J Stewart
Name: Susan J. Stewart
Title: Assistant Secretary

Schedule A

Trademarks

| Trademark | Appl. No. | Filing Date | Reg. No. | Reg. Date |
|-------------------------|-----------|-------------|----------|-------------|
| CYCLOPS | 73501606 | 28-Sep-1984 | 1339100 | 04-Jun-1985 |
| GENERAL GENERAL GENERAL | 481113 | 21-May-1984 | 1373498 | 03-Dec-1985 |