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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM384023

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	ormerly Execution Date Entity Type	
Bank of America, N.A.		05/04/2016	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Affinia Products Corp LLC	
Street Address:	5500 S. Hattie Ave.	
City:	Oklahoma City	
State/Country:	OKLAHOMA	
Postal Code:	73129	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1717891	NAPD
Registration Number:	3527920	TECHVANTAGE

CORRESPONDENCE DATA

Fax Number: 2125415369

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: 212-408-1156

Email: patents@chadbourne.com

Correspondent Name: Jacob P. Martinez

Address Line 1: 1301 Avenue of the Americas c/o Chadbourne & Parke LLP Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	22988.005
NAME OF SUBMITTER:	Jacob P. Martinez
SIGNATURE:	/Jacob P. Martinez/
DATE SIGNED:	05/11/2016

Total Attachments: 3

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EXECUTION VERSION

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of May 4, 2016 to AFFINIA PRODUCTS CORP LLC, a Delaware limited liability company (the "Grantor"), by BANK OF AMERICA, N.A., in its capacity as agent (in such capacity, the "Agent").

WHEREAS, the Grantor and Agent entered into that certain Trademark Security Agreement, dated as of April 25, 2013, and recorded in the United States Patent and Trademark Office on April 26, 2013 at Reel/Frame No. 5015-0161 (the "<u>Trademark Security Agreement</u>"), pursuant to which the Grantor granted to Agent a security interest in the Released Trademarks (defined below); and

WHEREAS, Agent desires to terminate the Trademark Security Agreement and release its security interest in and liens upon the Released Trademarks;

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

- 1. Release. Agent hereby acknowledges that the Trademark Security Agreement is terminated and in connection therewith hereby:
- (i) releases its lien on and security interest in all trademarks now owned or hereafter acquired by the Grantor, including (a) all right, title and interest in and to any trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all renewals thereof, including those listed on Exhibit A to this Release, and (b) all goodwill associated therewith or symbolized thereby; (collectively, the "Released Trademarks");
- (ii) waives and relinquishes all its rights, powers, privileges and remedies with respect to the Released Trademarks; and
 - (iii) reassigns any and all interest it may have in the Released Trademarks to the Grantor.
- 2. <u>Recordation of Trademark Release</u>. This Release has been executed and delivered by the Agent for the purpose of recording with the United States Patent and Trademark Office.
- 3. Governing Law. This Release shall be construed in accordance with the laws of the State of New York without giving effect to any conflict of law principles (but giving effect to laws relating to national banks).

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the date above first written.

BANK OF AMERICA, N.A., as Agent

By: Yews, N. L.S. Name: Steven M. Siravo

Name: Steven M. Siravo Title: Senior Vice President

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EXHIBIT A

Released Trademarks

<u>Trademarks</u>

Registered Owner	Mark	Registration Date	Registration No.
Affinia Products Corp LLC	NAPD & Design	09/22/1992	1,717,891
Affinia Products Corp LLC	TECHVANTAGE & Design	11/04/2008	3,527,920

Trademark Applications

None.

NAI-1500992694v1

RECORDED: 05/11/2016