

EXHIBIT A-1.1.69 TO ADDENDUM

ASSIGNMENT OF MEMBERSHIP INTERESTS

FOR VALUE RECEIVED, pursuant to that certain Addendum of Additional Provisions Incorporated into Joint Plan of Reorganization (Pneumo Abex "Plan A" Settlement) (as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "**Addendum**") incorporated into the Fourth Amended Joint Plan of Reorganization of Federal-Mogul Global Inc., T&N Limited, et al. (as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, and collectively with the Addendum, the "**Plan**"), the undersigned, PCT International Holdings Inc. ("**PCT**"), being the sole member of Pneumo Abex LLC, hereby sells, assigns and transfers unto the Federal-Mogul Asbestos Personal Injury Trust, a Delaware statutory trust (the "**Asbestos PI Trust**"), effective as of the Date of Finality (as defined in the Addendum), all of the outstanding membership interests in Pneumo Abex LLC, a Delaware limited liability company, and irrevocably constitutes and appoints each of the trustees of the Asbestos PI Trust as its attorney-in-fact to transfer said membership interests on the books of Pneumo Abex LLC with full power of substitution in the premises.

In furtherance of the foregoing, PCT hereby resigns, effective as of the Date of Finality, as the Member (as defined in that certain Amended and Restated Limited Liability Company Agreement of Pneumo Abex LLC entered into as of October 29, 2004 by PCT (the "**Existing LLC Agreement**")) and Managing Member (as defined in the Existing LLC Agreement) and acknowledges and agrees that, notwithstanding anything to the contrary in the Existing LLC Agreement, Pneumo Abex LLC shall not be dissolved as a result of such resignation but shall continue in full force and effect and that the Asbestos PI Trust is hereby admitted as the Member of Pneumo Abex LLC effective as of the Date of Finality.

PCT, on behalf of itself and the other Covered Persons (as defined in the Existing LLC Agreement), hereby releases Pneumo Abex LLC from any and all past, present, or future claims for indemnification that any Covered Person may have against Pneumo Abex LLC under the Existing LLC Agreement or otherwise, effective as of the Date of Finality.

Effective as of the Date of Finality, PCT, on its own behalf and on behalf of its Affiliates (as defined in the Plan) and, to the extent permitted by applicable law, Former Affiliates (as defined in the Addendum), releases unconditionally, and is hereby deemed to release unconditionally, Pneumo Abex of and from any and all past, present or future claims, obligations, suits, judgments, damages, rights, causes of action and liabilities of any nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, fixed or contingent, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act, omission, transaction, event or other occurrence taking place before the Date of Finality, which any of PCT and its Affiliates and Former Affiliates may now hold, or at any time may have held, against Pneumo Abex, whenever asserted; *provided however* that the foregoing release shall not release any rights afforded to any of PCT, its Affiliates or its Former Affiliates under the Addendum or the other Plan Documents.

PCT further represents and warrants to the Asbestos PI Trust that, as of the Date of Finality, (i) to PCT's knowledge, Pneumo Abex LLC has no material liabilities, including no material contingent liabilities, that are not either subject to indemnification in full from a third party or insured in full, (ii) the Pneumo Agreements (as defined in the Addendum) are in full force and effect in accordance with their terms, and (iii) Pneumo Abex LLC is not in default in any material respect under any such Pneumo Agreements. When used with respect to PCT herein, "**knowledge**" means the knowledge, after due inquiry, of Steven Fasman, Dexter Kenfield or any officer, director, or senior employee of PCT or MCG Intermediate Holdings Inc.

Dated as of _____, and
effective as of the Date of Finality

PCT INTERNATIONAL HOLDINGS INC., sole
Member and Managing Member of Pneumo Abex
LLC

By: _____
Name:
Title:

Acknowledged and Accepted
as of _____, effective as of the
Date of Finality:

FEDERAL-MOGUL ASBESTOS
PERSONAL INJURY TRUST,
a Delaware statutory trust

By: _____
Name:
Title: