

09-20-2004

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

REC



102845539

9-9-04

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

RBC Oklahoma, Inc.

Execution Date(s) August 23, 2004

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Madeleine L.L.C., as SCIL Agent

Internal Address: Floors 21-23

Street Address: 299 Park Avenue

City: New York

State: New York

Country: USA Zip: 10171

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

(Please see the attached list for the Application Numbers)

B. Patent No.(s)

(Please see the attached list for the Patent Numbers)

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: LaShana C. Jimmar, Paralegal

Internal Address: Paul, Hastings, Janofsky & I

Walker LLP Suite 2400

Street Address: 600 Peachtree Street

City: Atlanta

State: Georgia Zip: 30308

Phone Number: (404) 815-2137

Fax Number: (404) 685-5137

Email Address: lashanajimmar@paulhastings.com

**6. Total number of applications and patents involved:**

24

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1360.00**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 16-0752

Authorized User Name LaShana C. Jimmar

**9. Signature:**

Signature

August 24, 2004

Date

LaShana C. Jimmar, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

09/20/2004 JIMMAR 00000001 524041

01 FC:8021

960.00 DP

Refund Ref: 09/20/2004 JIMMAR 00000001 524041  
CHECK REFUND TOTAL: 960.00

PATENT  
REEL: 015778 FRAME: 0798

**PATENT REGISTRATIONS**

<b>Patent</b>	<b>Number</b>	<b>Issue Date</b>	<b>Place of Registration</b>
Bearing Assembly with Internal Seal	5344241	09/06/94	USA
Bearing Assembly with Slotted Closure Cup	5435655	07/25/95	USA
Replacement Split Boot Assembly	5845911	12/08/98	USA
Self Centering Bearing	4579465	04/01/86	USA
Reversible Universal Joint Seal	5626520	05/06/97	USA
Universal Joint Lubrication System	5868622	02/09/99	USA
Universal Joint Seal	5407387	04/18/95	USA
Universal Joint Lubricant Retainer	5389039	02/14/95	USA
Fixed CV Universal Joint with Serviceable Inserts	5368523	11/29/94	USA
High Capacity Universal Joint	5342240	08/30/94	USA
Serviceable CV Universal Joint with Inserts	5222914	06/29/93	USA
Intermediate Drive Shaft Support Utilizing a Standard Bearing	5161903	11/10/92	USA
Support for Rotatably Supporting a Shaft	4960334	10/02/90	USA
Flexible Internal Universal Joint Seal	4861315	08/29/89	USA
Versatile Mounting for Bearing Cups of Universal Joints	4861314	08/29/89	USA
Tripot Universal Joint of the End Motion Type	4674993	06/23/87	USA
Intermediate Bearing Support for a Drive Shaft	4865470	09/12/89	USA
Tripot Universal Joint of the End Motion Type	4589856	05/20/86	USA
Universal Joint Employing Bearing Rollers	4541819	09/17/85	USA
Internal Universal Joint Seal with Multiple Lips	4530675	07/23/85	USA
Universal Joint Seal with Multiple Lips	4515574	05/07/85	USA
Double Cardan Universal Joint with Improved Centering Means	4509932	04/09/85	USA
Mounting for a Bearing Cup of a Universal Joint	4505689	03/19/85	USA
Universal Joint Lubrication System	6102805	08/15/00	USA

**Continuation of Item 1**

**Recordation Form Cover Sheet: Patents**

Continuation from RBC Oklahoma, Inc.

Item Number 1. Name of conveying party (ies):

General Electric Capital Corporation, as SCIL Agent

ASSIGNMENT AND AMENDMENT OF  
PATENT SECURITY AGREEMENT

This Assignment and Amendment of Patent Security Agreement (the "Assignment"), dated as of August 23, 2004 by and among ROLLER BEARING COMPANY OF AMERICA, INC., a Delaware corporation, RBC OKLAHOMA, INC., a Delaware Corporation (collectively, the "Grantors" and individually, each a "Grantor"), and MADELEINE L.L.C., a New York limited liability company, as successor "SCIL Agent" ("New SCIL Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain (i) SCIL Credit Agreement dated as of June 29, 2004 (the "Original SCIL Credit Agreement") by and among the Grantors, the other Credit Parties (as defined therein), the lenders party thereto and General Electric Capital Corporation, as "SCIL Agent" (the "Original SCIL Agent") and (ii) Security Agreement dated as of June 29, 2004, the Grantors each entered into those certain Patent Security Agreements dated as of June 29, 2004 (collectively, the "Patent Security Agreements") in favor of the Original SCIL Agent;

WHEREAS, the Original SCIL Agent has resigned as SCIL Agent as of the date hereof pursuant to that certain Amendment No. 1 to the SCIL Credit Agreement dated as of the date hereof (the "Amendment" and, together with the Original SCIL Credit Agreement, as hereafter amended, restated, supplemented or otherwise modified, the "SCIL Credit Agreement") and, pursuant to the terms of the Amendment, New SCIL Agent succeeds the Original SCIL Agent as "SCIL Agent" under the SCIL Credit Agreement and the other Loan Documents (as defined in Annex A to the SCIL Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that capitalized terms used but not defined herein shall have the meanings set forth in Annex A to the SCIL Credit Agreement and further agree as follows:

1. Amendment to Definition of SCIL Agent. The parties to this Assignment acknowledge and agree that each Patent Security Agreement is hereby modified and amended to the extent necessary to provide that Madeleine L.L.C. is the "SCIL Agent" for all purposes under each Patent Security Agreement.
2. Amendment to Schedule I to each Patent Security Agreement. Schedule I to each Patent Security Agreement is hereby modified and amended by deleting such Schedule in its entirety and by substituting the appropriate Schedule set forth as Exhibit A attached hereto in lieu thereof.
3. No Other Amendment or Waiver. The execution, delivery and effectiveness of this Assignment shall not, except as expressly provided above, operate as an amendment to or a waiver of any right, power or remedy of New SCIL Agent under each Patent Security Agreement or any of the other Loan Documents, nor constitute a waiver of any provision of any Patent Security Agreement or any of the other Loan Documents. Except for the amendments expressly

set forth above, the text of each Patent Security Agreement shall remain unchanged and in full force and effect and each Grantor hereby ratifies and confirms its obligations thereunder.

4. Conditions of Effectiveness. This Assignment shall become effective as of the date hereof when, and only when, New SCIL Agent, shall have received:

(a) counterparts of this Assignment executed by the Grantors; and

(b) such other information, documents, instruments or approvals as New SCIL Agent or New SCIL Agent's counsel may require.

5. Representations and Warranties of each Grantor. Each Grantor represents and warrants as follows:

(a) such Grantor is a corporation organized, validly existing and in good standing under the laws of the jurisdiction indicated at the beginning of this Assignment.

(b) The execution, delivery and performance by such Grantor of this Assignment and the Loan Documents, as amended hereby, are within such Grantor's corporate powers, have been duly authorized by all necessary corporate action and do not contravene (i) such Grantor's articles or certificate of incorporation, or (ii) law or any contractual restriction binding on or affecting such Grantor.

(c) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by such Grantor of this Assignment or any of the Loan Documents, as amended hereby, to which such Grantor is or will be a party.

(d) This Assignment and each of the other Loan Documents, as amended hereby, to which such Grantor is a party, constitute legal, valid and binding obligations of such Grantor, enforceable against such Grantor in accordance with their respective terms.

(e) No Default or Event of Default is existing under the Credit Agreement.

6. Reference to and Effect on the Loan Documents. Upon the effectiveness of this Assignment, on and after the date hereof each reference in each Patent Security Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to such Patent Security Agreement, and each reference in the other Loan Documents to the "Patent Security Agreements", "thereunder", "thereof" or words of like import referring to the Patent Security Agreements, shall mean and be a reference to the Patent Security Agreements as amended hereby.

7. Costs, Expenses and Taxes. The Grantors agree to pay on demand all reasonable costs and expenses in connection with the preparation, execution, delivery and administration of this Assignment and the other instruments and documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for New SCIL

Agent with respect thereto and with respect to advising Lender as to its rights and responsibilities hereunder and thereunder.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles of such state.

9. Loan Document. This Assignment shall be deemed to be a Loan Document for all purposes.


10. No Novation. Grantors and New SCIL Agent acknowledge and agree that this Assignment shall not constitute a novation of any Patent Security Agreement.

11. Counterparts. This Assignment may be executed by any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same instrument. Delivery of such a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe file format document (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Assignment as of the day and year first written above.

ROLLER BEARING COMPANY OF AMERICA,  
INC., a Delaware corporation, as a Grantor

By:   
Name: DANIEL P. BERGERON  
Title: VP + CFO

RBC OKLAHOMA, INC., a Delaware corporation,  
as a Grantor

By:   
Name: DANIELA BERGERON  
Title: VP + CFO

MADELEINE L.L.C., a New York limited liability  
company, as successor SCIL Agent

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

General Electric Capital Corporation,  
a Delaware corporation, as resigning  
SCIL Agent

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNMENT AND AMENDMENT OF PATENT SECURITY AGREEMENT

PATENT  
REEL: 015778 FRAME: 0804

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Assignment as of the day and year first written above.

ROLLER BEARING COMPANY OF AMERICA,  
INC., a Delaware corporation, as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

RBC OKLAHOMA, INC., a Delaware corporation,  
as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

MADELEINE L.L.C., a New York limited liability  
company, as successor SCIL Agent

By: \_\_\_\_\_  
Name: *Kevin Corder*  
Title: *VP*

Acknowledged and Agreed:

General Electric Capital Corporation,  
a Delaware corporation, as resigning  
SCIL Agent

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNMENT AND AMENDMENT OF PATENT SECURITY AGREEMENT



IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Assignment as of the day and year first written above.

ROLLER BEARING COMPANY OF AMERICA,  
INC., a Delaware corporation, as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

RBC OKLAHOMA, INC., a Delaware corporation,  
as a Grantor


By: \_\_\_\_\_  
Name:  
Title:

MADELEINE L.L.C., a New York limited liability  
company, as successor SCIL Agent

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

General Electric Capital Corporation,  
a Delaware corporation, as resigning  
SCIL Agent

By:   
Name: Scott J. Worimer  
Title: Duly Authorized Signatory

ASSIGNMENT AND AMENDMENT OF PATENT SECURITY AGREEMENT

PATENT  
REEL: 015778 FRAME: 0806

Exhibit A

See Attached

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT  
(RBC Oklahoma, Inc.)**

**PATENT REGISTRATIONS**

<b>Patent</b>	<b>Number</b>	<b>Issue Date</b>	<b>Place of Registration</b>
Bearing Assembly with Internal Seal	5344241	09/06/94	USA
Bearing Assembly with Slotted Closure Cup	5435655	07/25/95	USA
Replacement Split Boot Assembly	5845911	12/08/98	USA
Self Centering Bearing	4579465	04/01/86	USA
Reversible Universal Joint Seal	5626520	05/06/97	USA
Universal Joint Lubrication System	5868622	02/09/99	USA
Universal Joint Seal	5407387	04/18/95	USA
Universal Joint Lubricant Retainer	5389039	02/14/95	USA
Fixed CV Universal Joint with Serviceable Inserts	5368523	11/29/94	USA
High Capacity Universal Joint	5342240	08/30/94	USA
Serviceable CV Universal Joint with Inserts	5222914	06/29/93	USA
Intermediate Drive Shaft Support Utilizing a Standard Bearing	5161903	11/10/92	USA
Support for Rotatably Supporting a Shaft	4960334	10/02/90	USA
Flexible Internal Universal Joint Seal	4861315	08/29/89	USA
Versatile Mounting for Bearing Cups of Universal Joints	4861314	08/29/89	USA
Tripot Universal Joint of the End Motion Type	4674993	06/23/87	USA
Intermediate Bearing Support for a Drive Shaft	4865470	09/12/89	USA
Tripot Universal Joint of the End Motion Type	4589856	05/20/86	USA
Universal Joint Employing Bearing Rollers	4541819	09/17/85	USA
Internal Universal Joint Seal with Multiple Lips	4530675	07/23/85	USA
Universal Joint Seal with Multiple Lips	4515574	05/07/85	USA
Double Cardan Universal Joint with Improved Centering Means	4509932	04/09/85	USA
Mounting for a Bearing Cup of a Universal Joint	4505689	03/19/85	USA
Universal Joint Lubrication System	6102805	08/15/00	USA