

9-19-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Roller Bearing Company of America, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Release

Execution Date: 08/27/2002

2. Name and address of receiving party(ies) Name: Credit Suisse First Boston

Internal Address:

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other Administrative Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached Yes No

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

Name: Michelle K. Manzo

Internal Address: Latham & Watkins

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41): \$590.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michelle K Manzo Name of Person Signing

Michelle K Manzo Signature

9/17/02 Date

Total number of pages including cover sheet, attachments, and document.

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/19/2002 TDIAZ1 00000127 2678170

01 FC:481 02 FC:482

40.00 DP 550.00 DP

TRADEMARK REEL: 002585 FRAME: 0060

Trademarks

<u>TRADEMARKS</u>	<u>COUNTRY</u>	<u>NUMBER</u>
<u>ROLLER BEARING COMPANY</u>		
Pitchlign	Germany	678,170
Pitchlign	Canada	100,105
Pitchlign	Australia	A119101
Pitchlign	Italy	313498
Pitchlign	Japan	1445060
Pitchlign	France	1097578
Pitchlign	USA	--
Wicklube	USA	--
Glide-A-Seal	USA	1,107,055
Planelign	USA	786,377
RBC	Canada	154,239
RBC	Japan	797,349
RBC	USA	586,678
Roller Block	USA	--
Orange	USA	--
Quadlube	USA	--
RBC Roller	USA	--
Helisphere	USA	741,578
Kylosphere	USA	873,754
Rolltact	USA	838,763
Cam-Centric	USA	1,562,046

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<u>TRADEMARKS</u>	<u>COUNTRY</u>	<u>NUMBER</u>
<u>TRANSPORT DYNAMICS</u>		
Dynasphere	USA	781,731
Fabroid	USA	651,079
Fiberglide	USA	703,508
<u>TRANSPORT DYNAMICS</u> <u>(cont'd)</u>		
Fibrilex	USA	1,081,557
Fibriloid	USA	1,005,036
Thermaloid	USA	1,617,323
Fabroid	Argentina	1,150,953
Fabroid	Argentina	1,150,954
Fabroid	Argentina	1,150,956
Fiberglide	Argentina	1,150,955
Fiberglide	Argentina	1,150,957
Fiberglide	Argentina	1,150,958
Fabroid	Australia	A186,490
Fabroid	Australia	A196,586
Fiberglide	Australia	186,488
Fiberglide	Australia	196,587
Fabroid	Canada	137,562
Fiberglide	Canada	123,503
Fibriloid	Canada	211,048
Fabroid	Italy	459,737
Fiberglide	Italy	291,535
Fibriloid	Italy	299,376
Fabroid	Japan	678,008
Fiberglide	Sweden	113,762

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<u>TRADEMARKS</u>	<u>COUNTRY</u>	<u>NUMBER</u>
Fiberglide	U.K.	819,203
Thermaloid	U.K.	1,400,234
Fabroid	W. Germany	810,100
Fiberglide	W. Germany	757,565
Fibriloid	W. Germany	939,229
<u>HEIM BEARINGS</u>		
Spherco	USA	587,687
Uniflon	USA	782,796
Unilink	USA	783,990
Unilin	USA	985,883
Uniflon	USA	1,061,529
Unibal	USA	1,131,200
Heim Incom International Inc.	USA	1,264,009
Heim	USA	1,291,853
Spherco	Australia	A250,518
Spherco	Austria	72,009
Spherco	Bangladesh	2003
Spherco	Benelux	104,468
Spherco	Brazil	612,538
Spherco	Canada	129,756
Spherco	Chile	182,333
Spherco	Denmark	755/1973
Spherco	Denmark	1566/1973
Spherco	Finland	64392
Spherco	France	839,626
Spherco	Germany	905,035

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<u>TRADEMARKS</u>	<u>COUNTRY</u>	<u>NUMBER</u>
Spherco	Great Britain	978,034
Spherco	Italy	270,213
Spherco	Japan	1089787
Spherco	Japan	1089788
Spherco	Mexico	170,121
Spherco	Norway	85,644
Spherco	Philippines	20553
<u>HEIM BEARINGS (cont'd)</u>		
Spherco	Portugal	175,411
Spherco	Spain	650,951
Spherco	Switzerland	156,885
Unibal	Australia	113,767
Unibal	Austria	37,648
Unibal	Brazil	1232/0650051
Unibal	Canada	163,677
Unibal	Denmark	1230/1954
Unibal	France	1,045,766
Unibal	Germany	1,087,709
Unibal	Great Britain	716,963
Unibal	Ireland	55758
Unibal	Italy	311,894
Unibal	Japan	452,189
Unibal	New Zealand	53,218
Unibal	Norway	49560
Unibal	Portugal	143,163
Unibal	Spain	315,641
Unibal	Sweden	77908

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<u>TRADEMARKS</u>	<u>COUNTRY</u>	<u>NUMBER</u>
Unibal	S. Africa	1157/53/1
Unibal	Switzerland	147,328
Uniflon	Australia	A213,126
Uniflon	Canada	163,796
Uniflon	France	1062364
Uniflon	Germany	952,506
Uniflon	Great Britain	916,703
Uniflon	Ireland	72,402
Uniflon	Italy	226,101
Uniflon	New Zealand	84,865
Uniflon	New Zealand	87,308
Uniflon	S. Africa	68,1283
Uniflon	Switzerland	231,295
Uniline	Australia	A226,209
Uniline	Canada	167,399
Uniline	Ireland	75,923
Uniline	Switzerland	237,403
<u>INDUSTRIAL TECTONICS</u>		
ITI	USA	1,090,201
ITI	USA	770,731
Helisphere	USA	741,578

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RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August 27, 2002 by Credit Suisse First Boston, as Administrative Agent ("CSFB").

WHEREAS, CSFB and Roller Bearing Company of America, Inc. ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of June 23, 1997;

WHEREAS, the Trademark Security Agreement granted CSFB a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Borrower to CSFB (the "Obligations");

WHEREAS, CSFB recorded the Trademark Security Agreement on April 16, 1998 at Reel 1716, Frame 0769 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that CSFB release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CSFB hereby agrees as follows:

CSFB hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

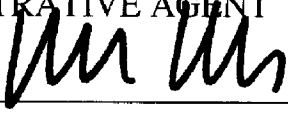
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

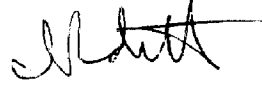
CSFB further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature page follows]

IN WITNESS WHEREOF, CSFB has caused this Release of Trademarks to be
duly executed as of the day and year first above written.

CREDIT SUISSE FIRST BOSTON,
AS ADMINISTRATIVE AGENT

By: 
Name: ROBERT HETU
Title: DIRECTOR

By: 
Name: IAN W. NALITT
Title: ASSOCIATE