

07-10-2004

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

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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)
- General Partnership
- Corporation-State
- Other DE
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Trademark Sec. Agrmnt.
- Merger
- Change of Name

Execution Date: June 29, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal

Address: _____

Street Address: 201 Merritt 7, 6th Floor

City: Norwalk State: CT Zip: 06856-5201

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State DE
- Other _____

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) 76-581770, 76-576615

B. Trademark Registration No.(s) 1131200

Additional number(s) attached Yes No

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

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins, LLP
Sears Tower, Suite 5800 233 S. Wacker Drive

City: Chicago State: IL Zip: 606063

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic

Name of Person Signing

Kristin Brozovic
Signature

7/5/04
Date

Total number of pages including cover sheet, attachments, and document: 6

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

01 FC:8521
02 FC:8522
03 FC:8523

40.00 OP
50.00 OP
120.00 OP

TRADEMARK
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ASSIGNMENT DIV

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of June 9, 2004 is entered into between ROLLER BEARING COMPANY OF AMERICA, INC., a Delaware corporation ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("GECC").

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of May 30, 2002 (the "Existing Trademark Agreement") which was filed with the United States Patent and Trademark Office on June 7, 2002, at Reel 002520, Frame 0746. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Agreement to reflect the addition of certain Trademarks listed below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Agreement. "Schedule I to Trademark Security Agreement" appended to the Existing Trademark Agreement is hereby amended by adding the following Trademarks:

Mark	Serial Number/ Registration Number	Country
RBC Aerospace Bearings	76-581770	USA
Progress Through Precision	76-576615	USA
Unibal	1131200	USA

2. Absence of Waiver or Setoff.

2.1. No Waiver. GECC and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Agreement or any other Loan Document.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to GECC that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of GECC that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.


(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and GECC and their respective successors and assigns, and shall inure to the benefit of Grantor and GECC and the successors and assigns of GECC.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ROLLER BEARING COMPANY OF
AMERICA, INC.

By: 
Name: DAVID J. BELLON
Title: V.P.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

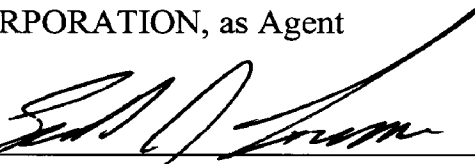
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ROLLER BEARING COMPANY OF
AMERICA, INC.

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

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

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

TRADEMARK
REEL: 002889 FRAME: 0388

**SCHEDULE A
TO
AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

Roller Bearing Company of America, Inc.

Mark	Serial Number/ Registration Number	Country
RBC Aerospace Bearings	76-581770	USA
Progress Through Precision	76-576615	USA
Unibal	1131200	USA

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RECORDED: 07/08/2004

**TRADEMARK
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