

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective recordation with respect to the document previously recorded at reel 3045, frame 0155 to correct conveying parties and amend the nature of conveyance to Assignment of Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		08/23/2004	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Madeleine L.L.C.
<b>Street Address:</b>	299 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2806041	TYSON

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-446-4800  
 Email: hsmith@kirkland.com  
 Correspondent Name: Hayley Smith, Kirkland & Ellis LLP  
 Address Line 1: 153 East 53rd Street  
 Address Line 4: New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	41242-6
<b>NAME OF SUBMITTER:</b>	Hayley Smith, Senior Legal Assistant
<b>Signature:</b>	//Hayley Smith//

CH \$40.00 2806041

Date:

06/23/2006

**Total Attachments: 13**

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# Trademark Assignment Details

Reel/Frame: 3045/0155

Received: 09/13/2004

Recorded: 09/08/2004

Pages: 12

Conveyance: ASSIGNS THE ENTIRE INTEREST

## Total properties: 1

1 Serial #: 75645353 Filing Dt: 02/22/1999 Reg #: 2806041 Reg. Dt: 01/20/2004  
Mark: TYSON

## Assignors

1 TYSON BEARING COMPANY, INC.

Exec Dt: 08/23/2004

Entity Type: CORPORATION

Citizenship: NONE

2 CONTINUATION FROM TYSON BEARING COMPANY, INC.

Exec Dt: 08/23/2004

Entity Type: CORPORATION

Citizenship: NONE

3 GENERAL ELECTRIC CAPITAL CORPORATION, AS SCIL AGENT

Exec Dt: 08/23/2004

Entity Type: CORPORATION

Citizenship: NONE

## Assignee

1 MADELEINE L.L.C., AS SCIL AGENT

299 PARK AVENUE

FLOORS 21-23

NEW YORK, NEW YORK 10171

Entity Type: LLC

Citizenship: NEW YORK

## Correspondence name and address

PAUL, HASTINGS, JANOFKY & WALKER LP

LASHANA C. JIMMAR, PARALEGAL

600 PEACHTREE STREET NE

ATLANTA, GEORGIA 30308

Search Results as of: 4/26/2005 5:57:51 P.M.

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If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723  
Web interface last modified: Oct. 5, 2002



**Continuation of Item 1**

**Recordation Form Cover Sheet: Trademarks**

Continuation from Tyson Bearing Company, Inc.

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

General Electric Capital Corporation, as SCIL Agent

ASSIGNMENT AND AMENDMENT OF  
TRADEMARK SECURITY AGREEMENT

This Assignment and Amendment of Trademark Security Agreement (the "Assignment"), dated as of August 23, 2004 by and among ROLLER BEARING COMPANY OF AMERICA, INC., a Delaware corporation, INDUSTRIAL TECTONICS BEARINGS CORPORATION, a Delaware corporation, RBC AIRCRAFT PRODUCTS, INC., a Delaware corporation, RBC OKLAHOMA, INC., a Delaware Corporation, MILLER BEARING COMPANY, INC., a Delaware corporation, TYSON BEARING COMPANY, 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").

WITNESSETH:

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 Trademark Security Agreements dated as of June 29, 2004 (collectively, the "Trademark 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 Trademark 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 Trademark Security Agreement.
2. Amendment to Schedule I to each Trademark Security Agreement. Schedule I to each Trademark 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 Trademark Security Agreement or any of the other Loan Documents, nor constitute a waiver of any provision of any Trademark Security Agreement or any of the other Loan Documents. Except for the amendments expressly set forth above, the text of each Trademark 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 Trademark Security Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to such Trademark Security Agreement, and each reference in the other Loan Documents to the "Trademark Security Agreements", "thereunder", "thereof" or words of like import referring to the Trademark Security Agreements, shall mean and be a reference to the Trademark 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 Trademark 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: *D. A. Bergeron*  
Name: *DANIEL A. BERGERON*  
Title: *VP + CFO*

INDUSTRIAL TECTONICS BEARINGS  
CORPORATION, a Delaware corporation, as a  
Grantor

By: *D. A. Bergeron*  
Name: *DANIEL A. BERGERON*  
Title: *VP + CFO*

RBC AIRCRAFT PRODUCTS, INC., a Delaware  
corporation, as a Grantor

By: *D. A. Bergeron*  
Name: *DANIEL A. BERGERON*  
Title: *VP + CFO*

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

By: *D. A. Bergeron*  
Name: *DANIEL A. BERGERON*  
Title: *VP + CFO*

ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003045 FRAME: 0160

TRADEMARK  
REEL: 003339 FRAME: 0462

MILLER BEARING COMPANY, INC., a  
Delaware corporation, as a Grantor

By: *Daniel P. Bergeron*  
Name: *DANIEL P. BERGERON*  
Title: *VP + CFO*

TYSON BEARING COMPANY, a Delaware  
corporation, as a Grantor

By: *Daniel P. Bergeron*  
Name: *DANIEL P. 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 TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003045 FRAME: 0161

TRADEMARK  
REEL: 003339 FRAME: 0463

MILLER BEARING COMPANY, INC., a  
Delaware corporation, as a Grantor

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

TYSON BEARING COMPANY, 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 Gonda*  
Title: *VP*

Acknowledged and Agreed:

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

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

ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK  
TRADEMARK  
REEL: 003045 FRAME: 0162  
REEL: 003339 FRAME: 0464

MILLER BEARING COMPANY, INC., a  
Delaware corporation, as a Grantor

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

TYSON BEARING COMPANY, 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: *Scott J. Tokumek*  
Name: *Scott J. Tokumek*  
Title:  *duly Authorized Signatory*

ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 003045 FRAME: 0163

TRADEMARK  
REEL: 003339 FRAME: 0465

Exhibit A

See Attached

TRADEMARK  
REEL: 003045 FRAME: 0164

TRADEMARK  
REEL: 003339 FRAME: 0466

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
(Tyson Bearing Company, Inc.)**

<b>Mark</b>	<b>Serial Number/ Registration Number</b>	<b>Issue Date</b>	<b>Country</b>
TYSON	2806041	01/20/04	USA

**Tyson Bearing Company, Inc.**

<b>Mark</b>	<b>Serial Number/ Registration Number</b>	<b>Issue Date</b>	<b>Country</b>
TYSON	2806041	01/20/04	USA

**RECORDED: 09/08/2004**

**TRADEMARK  
REEL: 003045 FRAME: 0166**

**RECORDED: 06/23/2006**

**TRADEMARK  
REEL: 003339 FRAME: 0468**