Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective recordation with respect to the document previously recorded at reel 3045 frame 0206 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

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

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	0703508	FIBERGLIDE
Registration Number:	2387011	FABROID
Registration Number:	1005036	FIBRILOID
Serial Number:	76576615	T PROGRESS THROUGH PRECISION
Registration Number:	3055993	RBC AEROSPACE BEARINGS
Registration Number:	0781731	DYNASPHERE
Registration Number:	1131200	UNIBAL
Registration Number:	0782796	UNIFLON
Registration Number:	1061529	UNIFLON
Registration Number:	1291853	HEIM
Registration Number:	2674316	QUICKTURN
Registration Number:	2394785	RBC
		TDADEMADIA

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Registration Number:	2634648	RBCROLLER
Registration Number:	2627914	SHIMPACK
Registration Number:	2638921	SPREADLOCK
Registration Number:	2642219	TANDEMROLLER
Registration Number:	2631053	CROSSLUBE
Registration Number:	2678676	DURALITE
Registration Number:	2387455	HEXLUBE
Registration Number:	2384769	PITCHLIGN
Registration Number:	2624337	QUADLUBE
Registration Number:	1562046	CAM CENTRIC

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

NAME OF SUBMITTER: Hayley Smith, Senior Legal Assistant	
Signature:	//Hayley Smith//
Date:	06/26/2006

Total Attachments: 14

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Trademark Assignment Details

Conveyance: ASSIGNS THE ENTIRE INTEREST

Serial #: 72193366

Mark: UNIFLON

Mark: DURALITE

lota	i properties: 27			
1	Serial #: 72074359	Filing Dt: 05/25/1959	Reg #: 0703508	Reg. Dt: 08/30/1960
	Mark: FIBERGLIDE			
2	Serial #: 72187995	Filing Dt: 03/05/1964	Reg #: 0781731	Reg. Dt: 12/15/1964
	Mark: DYNASPHER	E		

4	Serial #: 72193957	Filing Dt: 05/21/1964	Reg #: 0783990	Reg. Dt: 01/26/1965
	Mark: UNILINK			

Reg #: 0782796

Reg. Dt: 01/05/1965

Filing Dt: 05/13/1964

5	Serial #: 72458657	Filing Dt: 05/29/1973	Reg #: 1005036	Reg. Dt: 02/18/1975
	Mark: FIBRILOID			

6	Serial #: /3056928	Filing Dt: 0//0//19/5	Reg #: 1061529	Reg. Dt: 03/22/19//
	Mark: UNIFLON			

· 7	Serial #: 73168250	Filing Dt: 04/27/1978	Reg #: 1131200	Reg. Dt: 02/26/1980
	Mark: UNIBAL			

8	Serial #: 73398490	Filing Dt: 09/30/1982	Reg #: 1291853	Reg. Dt: 08/28/1984
	Mark: HEIM			

9	Serial #: <u>73754043</u>	Filing Dt: 09/26/1988	Reg #: 1562046	Reg. Dt: 10/24/1989
	Mark: CAM CENTR	IC .		

10	Serial #: <u>75584084</u>	/Filing Dt: 11/05/1998	Reg #: 2387011	Reg. Dt: 09/19/2000
	Mark: FABROID	,		

11	Serial #: 75584093	Filing Dt: 11/05/1998	Reg #: 2394785	Reg. Dt: 10/17/2000
	Marks PRC			

12	Serial #: <u>75584095</u> /	Filing Dt: 11/05/1998	Reg #: 2394786	Reg. Dt: 10/17/2000
	Mark: RBC BEARIN	igs	,	

13	Serial #: 75584096	Filing Dt: 11/05/1998	Reg #: 2384769	Reg. Dt: 09/12/2000
	Mark: PITCHLIGN	/		

14	Serial #: 75711686	Filing Dt: 05/21/1999	Reg #: 2387455	Reg. Dt: 09/19/2000
	Mark: HEXLUBE /	/		

	PIGIN: HENEODE			
15	Serial #: 76049465	Filing Dt: 05/16/2000	Reg #: 2678676	Reg. Dt: 01/21/2003

16	Serial #: 76276499	Filing Dt: 06/27/2001	Reg #: 2627914	Reg. Dt: 10/01/2002

	Mark: SHIMPACK	/	•	
17	Serial #: 76276592	Filing Dt: 06/27/2001	Reg #: 2642219	Reg. Dt: 10/29/2002
	Mark: TANDEMRO	_LER/		

18	Serial #: 76276593	Filing Dt: 06/27/2001	Reg #: 2634648	Reg. Dt: 10/15/2002
		9		

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Mark: RBCROLLER

19 Serial #: 76276594 **Filing Dt:** 06/27/2001 **Reg #:** 2624337 **Reg. Dt:** 09/24/2002

Mark: QUADLUBE

20 Serial #: 76281616 Filing Dt: 07/09/2001 Reg #: 2634676 Reg. Dt: 10/15/2002

Mark: ARZA SPORT

21 Serial #: 76283441 Filing Dt: 07/11/2001 Reg #: 2631053 Reg. Dt: 10/08/2002

Mark: CROSSLUBE /

22 Serial #: 76283448 Filing Dt: 07/11/2001 Reg #: 2638921 Reg. Dt: 10/22/2002

Mark: SPREADLOCK /

23 Serial #: 76312287 Filing Dt: 09/14/2001 Reg #: 2674316 Reg. Dt: 01/14/2003

Mark: QUICKTURN /

24 Serial #: 76576615 Filing Dt: 02/20/2004 Reg #: NONE Reg. Dt:

Mark: T PROGRESS THROUGH PRECISION

25 Serial #: <u>76581770</u> Filing Dt: 03/18/2004 Reg #: NONE Reg. Dt:

Mark: RBC AEROSPACE BEARINGS /

26 Serial #: 90587687 Filing Dt: Reg. #: 0587687 Reg. Dt:

Mark:

27 Serial #: 90591094 Filing Dt: Reg #: 0591094 Reg. Dt:

Mark:

Assignors

1 ROLLER BEARING COMPANY OF AMERICA, INC. Exec Dt: 08/23/2004

Entity Type: CORPORATION

Citizenship: NONE

2 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

Correspondence name and address

PAUL, HASTINGS, JANOFSKY & WALKER LLP LASHANA C. JIMMAR 600 PEACHTREE STREET NE SUITE 2400

ATLANTA, GA 30308

Page 2 of 2

Citizenship: NEW YORK

Entity Type: LLC

Search Results as of: 4/26/2005 5:58:05 P.M.

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

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09-13-2004 U.S. DEPARTMENT OF COMMERCE Form PTO-1594 (Rev. 06/04) d States Patent and Trademark Office OMB Collection 0651-0027 (exp.: 6/30/2005) RE 102833913 To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. Name of conveying party(les)/Execution Date(s): 2. Name and address of receiving party(les) Roller Bearing Company of America, Inc. Additional names; addresses; or citizenship attached? Name: Madeleine L. L. C., as SCIL Agent Internal Individual(s) Floors 21-23 Association Address: General Partnership Limited Partnership Street Address: 299 Park Avenue Corporation-State City: New York ___Other_ State: New York Citizenship (see guidelines) Country: USA Zip: 10171 Execution Date(s) August 23, 2004 Association Citizenship General Partnership Additional names of conveying parties attached? Yes No Citizenship Limited Partnership Citizenship 3. Nature of conveyance: Corporation Citizenship ✓ Assignment Merger Other LLC Citizenship New York Security Agreement If assignee is not domiciled in the United States, a domastic representative designation is attached: Yes No Change of Name U Other (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s) (Please see the attached list for the Registration Numbers.) (Please see the attached list for the Application Numbers.) Additional sheet(s) attached? Yes C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 5. Name & address of party to whom correspondence €. Total number of applications and concerning document should be malled: 28 registrations involved: Name: LaShana C, Jimmar, Paralegal Internal Address: Paul, Hastings, Janofsky & Walker LLP 7. Total fee (37 CFR 2.6(b)(6) & 3.41) **\$**715.00 **Suite 2400** Authorized to be charged by credit card 600 Peachtree Street NE Authorized to be charged to deposit account Street Address: ☑ Enclosed City:_Atlanta 8. Payment Information: State: Georgia Zip: 30308 a. Credit Card Last 4 Numbers **Expiration Date** Phone Number: (404) 815-2137 b. Deposit Account Number 16-0752 Fax Number: (404) 685-5137 1-Authorized User Name LaShana C. Jimmar Email Address; lashanajimmar@paulhastings.com 9. Signature: August 26, 2004 vum Signature LaShana C. Jimmar Total number of pages including cover Name of Person Signing Documents to be recorded (including cover sheet) should be faxed to (703) 305-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450 00000033 2384769

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TRADEMARK
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TRADEMARK

Continuation of Item 1

Recordation Form Cover Sheet: Trademarks

Continuation from Roller Bearing Company of America, Inc.

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

General Electric Capital Corporation, as SCIL Agent

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TRADEMARK
REEL: 003045 FRAME: 0207



Roller Bearing Company of America, Inc.

TRADEMARKATEGISTRATIONS

Trademark	Number	Issue Date	Place of Registration
Pitchlign	2384769	09/12/00	USA
Quadlube	2624337	09/24/02	USA
RBCRoller	2634648	10/15/02	USA
Quickturn	2674316	01/14/03	USA
Spreadlock	2638921	10/22/02	USA
Impacttuff	2634676	10/15/02	USA
Crosslube	2631053	10/08/02	USA
Tandemroller	2642219	10/29/02	USA
Shimpack	2627914	10/01/02	USA
Duralite	2678676	01/21/03	USA
Hexlube	2387455	09/19/00	USA
Fabroid	2387011	09/19/00	USA
P-I-T-C-H-L-I-G-N	591094		USA
RBC Bearings	2394786	10/17/00	USA
RBC	2394785	10/17/00	USA
Cam Centric	1562046	10/24/89	USA
Heim (Home)	1291853	08/28/84	USA
Unibal	1131200	02/26/80	USA
Uniflon	1061529	03/22/99	USA
Fibriloid	1005036	02/18/75	USA
Fiberglide	703508	08/30/60	USA
Spherco (Stylized Letters)	587687	03/30/54	USA
Dynasphere	781,731	12/15/64	USA
Uniflon	782,796	01/05/65	USA
Unilink	783,990	01/26/65	USA
Unilin	985,883	06/11/74	USA
RBC Aerospace Bearing	76-581770		USA
Progress Through Precision	76-576615		USA

TRADEMARK
REEL: 003045 FRAME: 0208

TRADEMARK

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 "<u>Original SCIL Credit Agreement</u>") 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 "<u>Original SCIL Agent</u>") 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 "<u>Trademark Security Agreements</u>") 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. <u>Amendment to Definition of SCIL Agent</u>. 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. <u>Amendment to Schedule I to each Trademark Security Agreement</u>. 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 <u>Exhibit A</u> attached hereto in lieu thereof.
- 3. <u>No Other Amendment or Waiver</u>. The execution, delivery and effectiveness of this Assignment shall not, except as expressly provided above, operate as an amendment to or a

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TRADEMARK
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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. <u>Conditions of Effectiveness</u>. 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. <u>Representations and Warranties of each Grantor</u>. 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", "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. <u>Costs, Expenses and Taxes</u>. The Grantors agree to pay on demand all reasonable costs and expenses in connection with the preparation, execution, delivery and administration of

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TRADEMARK
REEL: 003045 FRAME: 0210

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.

- 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.
- No Novation. Grantors and New SCIL Agent acknowledge and agree that this 10. Assignment shall not constitute a novation of any Trademark Security Agreement.
- Counterparts. This Assignment may be executed by any number of counterparts 11. 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.

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TRADEMARK REEL: 003045 FRAME: 0211

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

Name: DINES A. BERLERON
Title: UP + CFO

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

Name: DINGE A. BERTERON
Title: PFCFO

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

Name: Dantel A. Bontonon
Title: Up FCPU

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

Name: Danstella. Bentenux
Title: 40 + CF ()

ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003045 FRAME: 0212
TRADEMARK

	By: Name: Dansel J. BERKERUN Title: VO + CFO
· ·	TYSON BEARING COMPANY, a Delaware corporation, as a Grantor
	By: Name: Division 160%. Bentena
	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	
Ву:	
Name: Title:	

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

ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003045 FRAME: 0213

TRADEMARK

	D
	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:
Acknowledged and Agreed:	
General Electric Capital Corporation, a Delaware corporation, as resigning SCIL Agent	
Ву:	
Name: Title:	

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

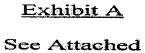
ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK REEL: 0030454RAME: 0214 REEL: 003339 FRAME: 0642

	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	
Name: Scott J. Lokumek. Title: Daty Outhonized Signato	ry)

ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK REEL: 003045 FRAME: 0215 TRADEMARK



TRADEMARK REEL: 003045 FRAME: 0216 TRADEMARK

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT (Roller Bearing Company of America, Inc.)

TRADEMARK REGISTERATIONS

Trademark	Number	Issue Date	Place of Registration
Pitchlign	2384769	09/12/00	USA
Quadlube	2624337	09/24/02	USA
RBCRoller	2634648	10/15/02	USA
Quickturn	2674316	01/14/03	USA
Spreadlock	2638921	10/22/02	USA
Impacttuff	263467σ	10/15/02	USA
Crosslube	2631053	10/08/02	USA
Tandemroller	2642219	10/29/02	USA
Shimpack	2627914	10/01/02	USA
Duralite	2678676	01/21/03	USA
Hexlube	2387455	09/19/00	USA
Fabroid	2387011	09/19/00	USA
P-I-T-C-H-L-I-G-N	591094		USA
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Unibal	1131200	02/26/80	USA
Uniflon	1061529	03/22/99	USA
Fibriloid	1005036	02/18/75	USA
Fiberglide	703508	08/30/60	USA
Spherco (Stylized Letters)	587687	03/30/54	USA
Dynasphere	781,731	12/15/64	USA
Uniflon	782,796	01/05/65	USA
Unilink	783,990	01/26/65	USA
Unilin	985,883	06/11/74	USA
RBC Aerospace Bearing	76-581770		USA
Progress Through Precision	76-576615		USA

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RECORDED: 09/08/2004

RECORDED: 06/26/2006

TRADEMARK REEL: 003045 FRAME: 0217

TRADEMARK