

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bearing Technologies, Ltd.		11/22/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 E 9th Street		
Internal Address:	13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86858785	PRECISION	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	11/27/2017		
Total Attachments: 7			
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CONFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENTS

This CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS (this "Agreement") is made as of the 22nd day of November, 2017 by and among BEARING TECHNOLOGIES, LTD., an Ohio limited liability company ("Bearing"), MICRON METALWORKS, LLC, an Ohio limited liability company ("Micron"), and NORTH COAST BEARINGS, LLC, an Ohio limited liability company ("North Coast" and, together with Bearing and Micron and each of their successors and assigns, collectively, "Pledgors", and each individually a "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A. ("Bank").

WHEREAS, the Pledgors and Bank are parties to that certain Amended and Restated Credit and Security Agreement, dated as of July 18, 2013, with Bank (as amended, collectively, the "Original Credit Agreement");

WHEREAS, contemporaneously herewith, Pledgors are entering into that certain Second Amended and Restated Credit Agreement with Bank (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, the Credit Agreement amends and restates the Original Credit Agreement in its entirety;

WHEREAS, the Bearing and North Coast each entered into an Amended and Restated Intellectual Property Security Agreements, each dated July 18, 2013, in favor Bank (each an "A&R IP Security Agreement") and Micron entered into an Intellectual Property Security Agreement, dated July 18, 2013, in favor Bank (the "Micron IP Security Agreement" and, together with each A&R IP Security Agreement, as each may from time to time be amended, restated or otherwise modified, collectively, the "IP Security Agreements, and, individually, each an "IP Security Agreement"), pursuant to which each Pledgor, among other things, granted to Bank a security interest in and to all trademarks, patents, copyrights, registrations and applications therefor, and all the good will symbolized thereby (collectively, "IP") then owned and what in the future will be owned by any such Pledgor;

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement;

NOW THEREFORE, in consideration of each financial accommodation granted to Pledgors by Bank and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgors hereby agree as follows:

1. Confirmation of Security Interest.

(a) Each Pledgor, for itself as it relates to the IP Security Agreement it executed and delivered, hereby (i) ratifies the security interest granted to Bank in the IP Security Agreement, and (ii) confirms (A) the continuing effectiveness of the IP Security Agreement, (B) that the information set forth on IP Schedule attached hereto is the most current information relating to the IP of such Pledgor, and (B) that the "Credit Agreement", as defined in the IP Security Agreement, includes the "Credit Agreement", as defined in this Agreement.

(b) Each Pledgor acknowledges and agrees that the Credit Agreement amends and restates the Original Credit Agreement. All of the Obligations arising under the Original Credit Agreement and any other Loan Document shall continue as Obligations under the Credit Agreement. The Obligations arising under the Original Credit Agreement and the other Loan Documents are not satisfied, repaid or released by the execution of the Credit Agreement.

2. Course of Dealing. This Agreement is not intended, nor shall it, establish any course of dealing among Pledgors and Bank that is inconsistent with the express terms of the IP Security Agreements, and each Pledgor hereby agrees that, notwithstanding this Agreement, Bank may at any time and time to enter into agreements with one or more Borrowers and alter the terms of the Credit Agreement and other Loan Documents without notice to any Pledgor (except as is required in the Credit Agreement by virtue of such Pledgor also being a Borrower) and without in anyway impairing or affecting the terms or validity of the IP Security Agreement executed by each such Pledgor. This Agreement shall not be construed as a waiver of any covenant or as a consent to deviate from the terms of the IP Security Agreement.

3. Successors and Assigns. This Agreement shall be binding upon each Pledgor and each Pledgor's successors and permitted assigns and shall inure to the benefit of and be enforceable and exercisable by Bank and its successors and assigns.

4. Severability. If, at any time, one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, and when so executed and delivered shall be deemed to be an original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the state of Ohio, without regard to principles of conflicts of laws that would result in the application of the law of any other jurisdiction.

7. JURY TRIAL WAIVER. THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG BANK AND ANY OF THEM ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

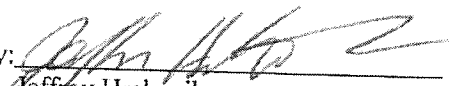
THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR ANY GUARANTY OF PAYMENT, OR OTHER AGREEMENT, INSTRUMENT OR DOCUMENT RELATED THERETO.

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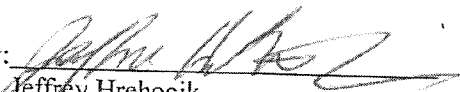
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PLEDGORS:


BEARING TECHNOLOGIES, LTD.

By: 
Jeffrey Hrehocik
Chief Financial Officer

NORTH COAST BEARINGS, LLC

By: 
Jeffrey Hrehocik
Vice President, Secretary and Treasurer

MICRON METALWORKS, LLC

By: 
Jeffrey Hrehocik
Vice President, Secretary and Treasurer

[Signature Page – Confirmation of IP Agreements – Chase/Bearing Tech]

IP SCHEDULE

PATENTS

Pledgor	Title	Issue Date	Patent No.
Bearing	HANGER BEARING ASSEMBLY	June 13, 2017	9,677,605

PATENT APPLICATIONS

None.

TRADEMARKS

Pledgor	Trademark	Registration Date	Registration Number
Bearing	Mark: "BEARINGTECH & Design"	10/19/2010	3,864,970
North Coast	Mark: "E-Z Sleeve"	Unregistered	Unregistered
North Coast	Mark: "NCB"	Unregistered	Unregistered
North Coast	Mark: "S&A Precision Bearings"	Unregistered	Unregistered
North Coast	Mark: "Coast to Coast"	Unregistered	Unregistered
North Coast	Mark: "Precision: Coast to Coast Automotive Products, Inc."	Unregistered	Unregistered
North Coast*	Name: "DT Components"	Licensed	Licensed
North Coast	Name: "PAI"	Unregistered	Unregistered
North Coast	Name: "Coast to Coast Automotive Products"	Unregistered	Unregistered
North Coast	Name: "C2C"	Unregistered	Unregistered
North Coast	Mark: "PRECISION & Design"	Common Law Mark	Not applicable.

*Currently registered under NCB Acquisition, LLC, the former name of North Coast.

TRADEMARK APPLICATIONS

Pledgor	Trademark Application	Application Filing Date	Application Serial Number
Bearing	Mark: PRECISION & Design	Pending application	Serial No. 86/858,785

TRADE NAMES

Pledgor	Trade Name	Registration Date	Registration Number
Bearing	BEARING-TECHNOLOGIES	December 21, 2007	Ohio Reg. No. 1748140
Bearing	BEARING TECH	December 21, 2007	Ohio Reg. No. 1748141
Bearing	BEARING-TECH	December 21, 2007	Ohio Reg. No. 1748142

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

INTELLECTUAL PROPERTY LICENSES

Pledgor	Name of Agreement	Date of Agreement	Parties to Agreement
North Coast	Sales and Marketing Agreement	December 20, 2012, as amended to date	North Coast and The Timken Company
North Coast	License Agreement	December 20, 2012, as amended to date	North Coast and The Timken Company

Bearing has trademark licenses from certain of its customers incidental to the supply and/or private labeling of products for such customers

***CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS –
CHASE/BEARING TECH***