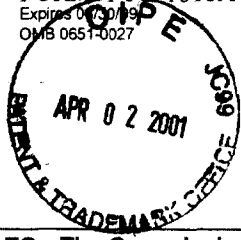


04-24-2001



101685050

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

4.701

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

74219078

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

04/23/2001 GTON11 00000058 500709 74219078

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 425.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231  
TRADEMARK

REEL: 002278 FRAME: 0497

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="74219078"/>	<input type="text" value="74405388"/>	<input type="text" value="74493131"/>	<input type="text" value="0912953"/>	<input type="text" value="1404817"/>	<input type="text" value="1669334"/>
<input type="text" value="75052237"/>	<input type="text" value="75051194"/>	<input type="text" value="75430162"/>	<input type="text" value="1762698"/>	<input type="text" value="1859071"/>	<input type="text" value="2024003"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1079691"/>	<input type="text" value="1246992"/>	<input type="text" value="1435425"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy  
Name of Person Signing

  
Signature

9/2/01  
Date Signed

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

## Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

## Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

## Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

### Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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### Registration Number(s)

<input type="text" value="1444042"/>	<input type="text" value="1449558"/>	<input type="text" value="1874611"/>
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into to be effective as of May 4, 2000, by DRIVELINE TECHNOLOGIES, INC. (formerly known as TRIBONETICS CORPORATION), an Oklahoma corporation ("Grantor"), for the benefit of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation ("Grantee").

### RECITALS

WHEREAS, Grantor owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Grantee are parties to an Amended and Restated Loan and Security Agreement dated the date hereof (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee (the "Loans"); and

WHEREAS, pursuant to the terms of Loan Agreement, Grantor has granted to Grantee a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (a) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (b) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or

dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (ii) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

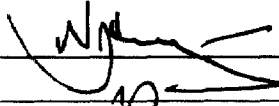

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

**GRANTOR:**


**DRIVELINE TECHNOLOGIES, INC.  
(formerly known as  
TRIBONETICS CORPORATION)**

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

Acknowledged, agreed and accepted as of the date hereof:

**GRANTEE:**

**CONGRESS FINANCIAL CORPORATION (SOUTHWEST)**

By:   
Name: M. Anderson  
Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Texas

§  
§  
§

SS.

COUNTY OF Dallas

On May 4~~th~~, 2000, before me personally appeared William Krueser, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Vice Pres. of DriveLine Technologies, Inc. (formerly known as Tribonetics Corporation), who being by me duly sworn, did depose and say that he is the Vice Pres. of DriveLine Technologies, Inc. (formerly known as Tribonetics Corporation), the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Vict Spma

Notary Public

(Seal)

My commission expires:

4-17-2004



**TRADEMARK**  
**REEL: 002278 FRAME: 0504**



**SCHEDULE 1****TRADEMARKS**

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Place of Registration</u>
"ABD"	233,763	Mexico
	340,086	Mexico
	006724566	Brazil
	89-7182	Korea
"L&S"	1232/0672455	Brazil
	1232/0626650	Brazil
	924,416	Brazil
	924,418	Brazil
	647.183	Brazil
	89-7183	Korea
	912,953	United States
	345,649	Mexico
	233,764	Mexico
	141.440	Venezuela
"L&S (& Design)"	008.293/73	Brazil
	214521	Korea
	1,404,817	United States
	252500	Peru
	Pending	United States
"a" Design	1,669,334	United States
"American Bearing"	340,087	Mexico
	1,762,698	United States
"American Bearing Division"	235,274	Mexico
	155,613	Mexico
"L & S Bearing Co."	20261-88	Venezuela
	20265-88	Venezuela
	8.979-87	Venezuela
"L&S Bearing Company"	650.650	Brazil
	235,273	Mexico
	154,970	Mexico
"L&S Bearing"	350,139	Mexico
"L&S Bearing Manufacturing Co."	155,612	Mexico
	650.657	Brazil
"L & S Automotive Parts Co."	26.304	Venezuela
"Five Star Bearing and Automotive (& Design)"	423576	Mexico
"ZVL ZKL (& Design)"	74/219,078	United States
"Powerglide"	1,859,071	United States

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Place of Registration</u>
"American Bearing & Automotive Co."	74/405,388	United States <i>Abandoned</i>
"American Bearing & Clutch Co."	74/493,131	United States
"American Bearing & Automotive Products Co."	74/405,388	United States
"L & S Bearing Export Company"	650.881	Brazil
"Super-Joint"	75/052,237	United States
"Tough Joint"	2,024,003	United States
"New Alloy"	75/051,194	United States
"New Alloy"	Pending	Mexico
"New Alloy"	Pending	Colombia
"New Alloy"	Pending	Venezuela
"New Alloy" (and Design)	75/430,164	United States
"ALLOY"	1,079,691	United States
"W (and Design)"	1,246,992	United States
"Wesco"	1,435,425	United States
"Alloy (and Stylized "A")"	1,444,042	United States
"Misc. Design (Stylized "A")"	1,449,558	United States
"Misc. Design (Stylized "A")"	Pending	Mexico
"Misc. Design (Stylized "A")"	Pending	Columbia
"Misc. Design (Stylized "A")"	Pending	Venezuela
"EZ Boot"	1,874,611	United States
DLT	Pending	United States
DL Tech	Pending	United States
AEC	552383	Mexico

### LICENSES

The Corporation has granted a limited right to the use of its trademark "Powerglide" to Chicago Rawhide Americas, a unit of SKF USA, Inc. ("CRA"), in graphics material only for products purchased from the Corporation by CRA until April 14, 2001, at which time the license renews automatically for successive one (1) year periods.