

12-20-2001

2 \$

TRADEMARKS ONLY

TRADEMARKS ONLY

To the Honorable
Plea



101922686

Documents and Trademarks:
Print or copy thereof.

12.13.01

1. Name of Party(ies) conveying an interest:

Congress Financial Corporation (Southwest)

Entity:

Individual(s) Association

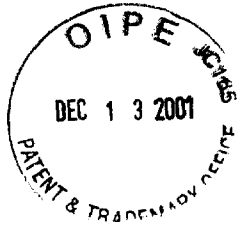
General Partnership Limited Partnership

XX Corporation Texas

Other _____

Additional name(s) of conveying party(ies) attached:

yes no



2. Name and Address of Party(ies) receiving an interest:

Name: OBB Acquisition Corp.
c/o Roller Bearing Company of
America, Inc.

Street Address: 60 Round Hill Road
P.O. Box 430

City/State/Zip Code: Fairfield, CT 06430

Entity:

Individual(s) Association

General Partnership Limited Partnership

XX Corporation-State Delaware

Other _____

Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:

yes no

(The attached document must not be an assignment)

Additional name(s) and addresses attached:

yes no

3. Description of the interest conveyed:

XX Assignment Change of Name Other

Security Agreement Merger

Date of execution of attached document 09/25/2001

4. Application number(s) or registration number(s). Additional sheet attached? yes no

912953

A. Trademark Application No.(s) see attached list

B. Trademark Registration No.(s) see attached list

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

Name: Robert W. Zelnick
FIRM: McDermott, Will & Emery
Address: 600 13th Street, N.W.
City/State/Zip: Washington, D.C. 20005-3096

6. Number of applications and registrations involved: 15

7. The \$ _____ filing fee is enclosed.

8. Please charge the \$ 390.00 filing fee to Deposit Account No. 500417. (duplicate copy of this page attached)

9. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 500417.

12/19/2001 LMUELLER 00000055 500417 912953

1 FC:481 40.00 CH
2 FC:482 350.00 CH

DO NOT USE THIS SPACE

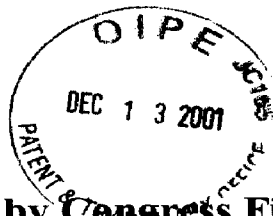
10. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert W. Zelnick
Name of Person Signing

Signature

December 13, 2001
Date

Total number of pages comprising coversheet: 1



**Trademarks Assigned by Congress Financial Corporation (Southwest)
to OBB Acquisition Corp.**

<u>Mark</u>	<u>Serial/Registration No.</u>
L&S	Reg. No. 912,953
L&S and Design	Reg. No. 1,404,817
"A" Design	Reg. No. 1,669,334
AMERICAN BEARING	Reg. No. 1,762,698
POWERGLIDE	Reg. No. 1,859,071
AMERICAN BEARING & CLUTCH CO.	Reg. No. 1,903,506
SUPER-JOINT	Reg. No. 2,122,784
TOUGH JOINT	Reg. No. 2,024,003
NEW ALLOY	Reg. No. 2,167,999
ALLOY	Reg. No. 1,079,691
W and Design	Reg. No. 1,246,992
WESCO	Reg. No. 1,435,425
ALLOY (and Stylized A)	Reg. No. 1,444,042
MISCELLANEOUS DESIGN	Reg. No. 1,449,558
EZ BOOT	Reg. No. 1,874,611

WDC99 529991-1.046750.0011

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of this 25 day of September, 2001 by and between CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation ("Assignor") and OBB ACQUISITION CORP., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor desires to sell, convey, transfer, and deliver, and Assignee desires to purchase and receive, all right, title and interest in and to the trademark and/or service mark registrations and/or service mark applications, trademark and/or service mark registrations, common law trademarks and/or service marks, and foreign trademark and/or service mark registrations, trademark and/or service mark applications, copyrights, copyright registrations, patents, patent applications, world wide web domain names, and variations thereof, and the goodwill of the business associated with the foregoing, owned by Assignor (including, but not limited to, the intellectual property identified on Schedule A attached hereto) (collectively, the "Intellectual Property"); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement") of even date herewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee each agree as follows:

Section 1. Assignment. Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property together with the goodwill of the business in connection with which the Intellectual Property are used, and all registrations and trademark and/or service mark applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations under the laws of the United States, and throughout the world, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Section 2. Further Assurances.

(a) If requested by Assignee, Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Intellectual Property; (2) in the prosecution or defense of any oppositions, interferences, infringements, suits or other proceedings that may arise in connection with any of the Intellectual Property; (3) in obtaining any additional protection for any of the Intellectual Property that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; and (4) in the implementation or perfection of this Assignment.

(b) Assignor agrees to refrain from using any of the Intellectual Property in any country throughout the world.

(c) Assignor does hereby authorize and requires the Commissioner of Patents and Trademarks of the United States of America, the United States of America Copyright Office and the corresponding offices of countries foreign to the United States to record Assignee as owner of the Intellectual Property and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

Section 3. **Governing Law.** THIS AGREEMENT SHALL BE CONTROLLED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 4. **Consideration.** No additional consideration is being paid for the covenants and agreements contained herein, it being understood that the consideration being paid by Assignee to Assignor pursuant to the Purchase Agreement constitutes full and adequate consideration for the covenants and agreements hereunder.

Section 5. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, which together shall constitute one agreement.

Section 6. **Survival.** The provisions of this Agreement shall survive the delivery of the Intellectual Property. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is, to that extent, to be deemed omitted and the balance of the Agreement shall remain enforceable.

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CONGRESS FINANCIAL CORPORATION
(SOUTHWEST)**

By: 
Mark Galovic, Vice President

OBB ACQUISITION CORP.

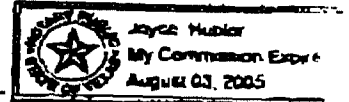
By: _____
Name:
Title:

009090 157 171749

STATE OF Texas
COUNTY OF Dallas

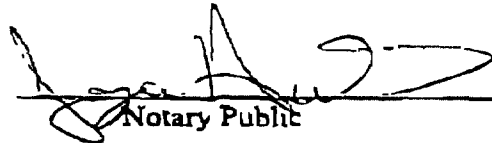
On October 1, 2001, before me personally came Mark Galovic, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said corporation

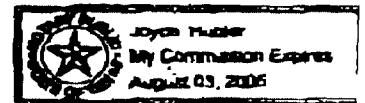

Notary Public



STATE OF Texas
COUNTY OF Dallas

On October 1, 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark Galovic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Assignment Agreement and acknowledged to me that he executed the same in his capacity, and that by his signature on such Assignment Agreement, the individual, or the person upon behalf of which the individual acted, executed such Assignment Agreement.


Notary Public



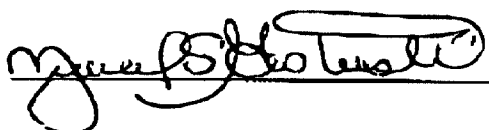
009041.157.171749

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CONGRESS FINANCIAL CORPORATION
(SOUTHWEST)**

By: _____
Name:
Title:

OBB ACQUISITION CORP.

By: 
Name:
Title:

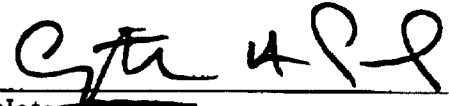
STATE OF _____)
)
COUNTY OF _____)

On this _____ day of September in the year 2001, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Assignment Agreement and acknowledged to me that he executed the same in his capacity, and that by his signature on such Assignment Agreement, the individual, or the person upon behalf of which the individual acted, executed such Assignment Agreement.

Notary Public

STATE OF Connecticut)
)
COUNTY OF Fairfield)

Comm. of the Superior Court On this _____ day of September in the year 2001, before me, the undersigned, a ~~Notary Public~~ in and for said County and State, personally appeared Michael S. Gasbanski personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Assignment Agreement and acknowledged to me that he executed the same in his capacity, and that by his signature on such Assignment Agreement, the individual, or the person upon behalf of which the individual acted, executed such Assignment Agreement.



~~Notary Public~~
Commissioner of the Superior Court

EXHIBIT A**I. Patents**

Patent	U.S. Patent/Serial No.	Place of Registration
Bearing Assembly with Internal Seal	Patent #5344241 Serial #08/152607	United States Japan (pending) European (EPO653575B1) Mexico (186881) Brazil (pending)
Universal Automotive Air Conditioning Compressor Assembly		United States Mexico (pending) France (pending) Germany (pending) United Kingdom (pending)
Bearing Assembly with Slotted Closure Cup	Patent #5435655 Serial #08/297348	United States
Replacement Split Boot Assembly	Patent #5845911 Serial #08/651287	United States
Self Centering Bearing	Patent #4579465 Serial #06/715734	United States
Regreasable Universal Joint Trolley Wheel		United States
Reversible Universal Joint Seal	Patent #5626520 Serial #08/490542	United States
Universal Joint Lubrication System	Patent #5868622 Serial #08/859281	United States
Universal Joint Seal	Patent #5407387 Serial #08/016953	United States
Universal Joint Lubricant Retainer	Patent #5389039 Serial #08/045702	United States
Fixed CV Universal Joint with Serviceable Inserts	Patent #5368523 Serial #07/988683	United States
High Capacity Universal Joint	Patent #5342240 Serial #07/569847	United States
Serviceable CV Universal Joint with Inserts	Patent #5222914 Serial #07/772339 Related Patent #5368523	United States
Intermediate Drive Shaft Support Utilizing a Standard Bearing	Patent #5161903 Serial #07/592127	United States
Support for Rotatably Supporting a Shaft	Patent #4960334 Serial #07/318017	United States
Flexible Internal Universal Joint Seal	Patent #4861315 Serial #07/177155	United States

Patent	U.S. Patent/Serial No.	Place of Registration
Versatile Mounting for Bearing Cups of Universal Joints	Patent #4861314 Serial #07/141141	United States
Tripot Universal Joint of the End Motion Type	Patent #4674993 Serial #06/815536 Assignments continuation of serial #06706670 Related Patent #4674993	United States
Intermediate Bearing Support for a Drive Shaft	Patent #4865470 Serial #07/261618	United States
Tripot Universal Joint of the End Motion Type	Patent #4589856 Serial #06/706670 Related Patent #4674993	United States
Universal Joint Employing Bearing Rollers	Patent #4541819 Serial #06/517757	United States
Internal Universal Joint Seal with Multiple Lips	Patent #4530675 Serial #06/497123	United States
Universal Joint Seal with Multiple Lips	Patent #4515574 Serial #06/467131	United States
Double Cardan Universal Joint with Improved Centering Means	Patent #4509932 Serial #06/501051 Assignments continuation of serial #06254270 Related patent #4509932	United States
Mounting for a Bearing Cup of a Universal Joint	Patent #4505689 Serial #06/463651	United States
Universal Joint with Lubricating Means		United States
Universal Joint Assembly		United States
Universal Joint Lubrication System	Patent #6102805 Serial #09/127097	United States

II. Trademarks

Trademark	U.S. Serial/Reg. No.	Place of Registration
ABD		Mexico (233,763) (340,086) Brazil (006724566) Korea (89-7182)
L&S	Serial #72/342980 Registration #0912953	United States Brazil (1232/0672455) (1232/0626650) (924,416) (647,183) Korea (89-7183) Mexico (345,649) (233,764) Venezuela (141,440)

Trademark	U.S. Serial/Reg. No.	Place of Registration
L&S (&Design)	Serial #73/544586 Registration #1404817	United States Brazil (008,293/73) Korea (214521) Peru (252500)
"a" Design	Serial #74/120576 Registration #1669334	United States
American Bearing	Serial #74/210753 Registration #1762698	United States Mexico (340,087)
American Bearing Division L & S Bearing Co.		Mexico (235,274) (155,613) Venezuela (20261-88) (20265-88) (8.979-87)
L&S Bearing Company		Brazil (650,650) Mexico (235,273) (154,970)
L&S Bearing		Mexico (350,139)
L&S Bearing Manufacturing Co.		Mexico (155,612) Brazil (650,657)
L & S Automotive Parts Co.		Venezuela (26.304)
Five Star Bearing and Automotive (& Design)		Mexico (423576)
Powerglide	Serial #74/355262 Registration #1859071	United States
American Bearing & Automotive Co.	Serial #74/405388 Registration #0000000	United States
American Bearing & Clutch Co.	Serial #74/493131 Registration #1903506	United States
American Bearing and Automotive Products Co.		United States
L & S Bearing Export Company		Brazil (650.881)
Super-Joint	Serial #75/052237 Registration #2122784	United States
Tough Joint	Serial #75/052243 Registration #2024003	United States
New Alloy	Serial #75/051194 Registration #2167999	United States Mexico (pending) Colombia (pending) Venezuela (pending)
New Alloy (and Design)		United States
ALLOY	Serial #73/078072 Registration #1079691	United States
W (and Design)	Serial #73/351844 Registration #1246992	United States
Wesco	Serial #73/574326 Registration #1435425	United States
Alloy (and Stylized "A")	Serial #73/627090 Registration #1444042	United States

NYK 735302-2.046750,0011

TRADEMARK
REEL: 002410 FRAME: 0078

Trademark	U.S. Serial/Reg. No.	Place of Registration
Misc. Design (Stylized "A")	Serial #73/627039 Registration #1449558	United States Mexico (pending) Colombia (pending) Venezuela (pending)
EZ Boot	Serial #74/335943 Registration #1874611	United States
DLT	Serial #74/618229 Registration #0000000	United States
DL Tech		United States
AEC		Mexico (552383)
Zeller	Serial #72083156; #81040337; #73104928; #73162477. Registration #0730027; #1040337; #1067009; 1103023. Expired.	
Zeller Corp.		
Motor Master	Serial #73/131632 Registration #1,101,223 Expired.	United States
CMP	Common law trademark	United States
Miscellaneous Design	Serial #73178492 Registration #1,119,531 Expired	United States

III. Copyrights

Publication	U.S. Serial/Reg. No.	Place of Registration
Otis Interchange System for DOS User's Manual	TXu 641-284	United States
Otis (Online Technical Interchange System) Computer Program	TXu 659-016	United States
1997 Wesco Universal Joints Premium Boot Kits Catalog	TX-4-596-947	United States
1997 New Alloy Universal Joints Premium Boot Kits Catalog	TX4-550-827	United States