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Form PTO-1594

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OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Roller Bearing Company of America, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 5/30/2002

2. Name and address of receiving party(ies):

Name: General Electric Capital

Internal Corporation

Address: _____

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State Delaware☐ Other _____

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Michelle K. Matthes

Internal Address: Latham & Watkins

Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and
registrations involved: 35

7. Total fee (37 CFR 3.41).....\$890.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Michelle K. Matthes

Name of Person Signing

Michelle K. Matthes

Signature

6/6/2002

Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

06/10/2002 GTOW11 00000013 2384769

01 FC:481
02 FC:48240.00 DP
850.00 DPTRADEMARK
REEL: 002520 FRAME: 0746

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

TRADEMARK REGISTRATIONS

Trademark	Number	Issue Date	Place of Registration
Pitchlign	2384769	09/12/00	USA
Wicklube	--		USA
RBC (Stylized Letters)	586,678	03/09/54	USA
Roller Block	--		USA
Orange	--		USA
Quatlube	76/276594	06/27/01 (filed)	USA
RBCRoller	76/276593	06/27/01 (filed)	USA
Helisphere	741,578		USA
Quickturn	76/312287	09/14/01 (filed)	USA
Spreadlock	76/283448	07/11/01 (filed)	USA
Impacttuff	76/283442	07/11/01 (filed)	USA
Crosslube	76/283441	07/11/01 (filed)	USA
Arclube	76/276596	06/27/01 (filed)	USA
Dirttuff	76/276595	06/27/01 (filed)	USA
Tandemroller	76/276592	06/27/01 (filed)	USA
Shimpack	76/276499	06/27/01 (filed)	USA
Duralite	76/049465	05/16/00 (filed)	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
Relaxo-Bak	756332		USA
Video Profiles	73/683666		USA
Cam Centric	1562046	10/24/89	USA
Heim (Home)	1291853	08/28/84	USA

Trademark	Number	Issue Date	Place of Registration
Unibal	1121200	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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 40, 2002 by ROLLER BEARING COMPANY OF AMERICA, INC. a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) 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 licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROLLER BEARING COMPANY OF
AMERICA, INC.

By: [Signature]
Name: ANTHONY S. CAVALIERI
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: [Signature]
Name: JOHN GOODWIN
Title: DULY AUTHORIZED SIGNATORY

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 20th day of May, 2002 before me personally appeared ANTHONY S. CAVALIERI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Roller Bearing Company of America, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

{seal}

