

06-07-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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.

6-7-05

1. Name of conveying party(ies): Industrial Tectonics Bearings Corporation
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State Delaware
[ ] Other
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

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
[X] 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

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: 5/30/2002

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 [ ] No

6. Total number of applications and registrations involved: 3

5. 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

7. Total fee (37 CFR 3.41) \$ 90.00
[X] 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
6/10/2002 Date

Total number of pages including cover sheet, attachments, and document: 6

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

06/10/2002 GTDN11 00000015 1090201

01 FC:481
02 FC:482

40.00 DP
50.00 DP

TRADEMARK REEL: 002520 FRAME: 0763

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
(Industrial Tectonics Bearings Corporation)**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Number</b>	<b>Issue Date</b>	<b>Place of Registration</b>
ITI	1090201	05/02/78	USA
ITI (and Design)	770731	06/02/64	USA
Helisphere	741578	12/04/62	USA

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2002 by INDUSTRIAL TECTONICS BEARINGS CORPORATION, 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 and guaranteed by Grantor;

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.

INDUSTRIAL TECTONICS BEARINGS CORPORATION

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

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF COOK )

On this 30<sup>TH</sup> 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 INDUSTRIAL TECTONICS BEARINGS CORPORATION, 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



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**TRADEMARK SECURITY AGREEMENT**  
**(Industrial Tectonics Bearings Corporation)**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Number</b>	<b>Issue Date</b>	<b>Place of Registration</b>
ITI	1090201	05/02/78	USA
ITI (and Design)	770731	06/02/64	USA
ITI (and Design)	583392 (expired)	12/08/53	USA
Helisphere	741578	12/04/62	USA
Roll-Tact	838763 (expired)	11/14/67	USA
Kylosphere	873754 (expired)	07/29/69	USA
Porofinish	1446366 (cancelled)	07/07/87	USA
Porofinish (Pore)	1399354 (cancelled)	07/01/86	USA
ITI Mundo (and Design)	960817 (expired)	10/23/70	USA
Equafilm (Stylized Letters)	772227 (expired)	06/30/64	USA

NYK 772937-1.046750.0011

**RECORDED: 06/07/2002**

**TRADEMARK**  
**REEL: 002520 FRAME: 0768**