

12-31-2003

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



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

102603682

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

1. Name of conveying party(ies):

RBC Aircraft Products, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other DE

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/19/03

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address:

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DE 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) 78079502

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Kristin Brozovic

Internal Address:

Street Address: Latham & Watkins Illinois LLC

233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kristin Brozovic

Name of Person Signing

Handwritten signature of Kristin Brozovic

Signature

12/29/03

Date

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

12/31/2003 LNUELLER 00000090 78079502

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

01 FC:0521 02 FC:0523

40.00 OP 120.00 OP

TRADEMARK REEL: 002771 FRAME: 0580

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2003, by RBC AIRCRAFT PRODUCTS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Roller Bearing Company of America, Inc. ("Borrower"), 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, a joinder to that certain Security Agreement dated as of May 30, 2002 (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.

RBC AIRCRAFT PRODUCTS, INC., as Grantor

By: *D. Bergeron*
Name: *DANIEL A BERGERON*
Title: *CEO*

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

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.

RBC AIRCRAFT PRODUCTS, INC., as Grantor

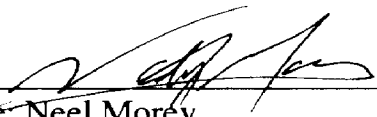
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____

Name: Neel Morey

Title: Duly Authorized Signatory

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[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002771 FRAME: 0584

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registration

Mark:	"AeroCres"
Place of Registration:	USA
Serial No.:	78079502
Filing Date:	August 16, 2001
Registration Date:	November 5, 2002

Trademark License

Trademark Agreement, dated as of December 19, 2003, by and between Timken U.S. Corporation and RBC Aircraft Products, Inc.