

*E. L. O'Neil*

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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08-06-2004



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

To the Honorable Commissioner of Patents and Trademarks

102764182

Original documents or copy thereof.

1. Name of conveying party(ies):  
RBC Oklahoma, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 29, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal

Address:

Street Address: 201 Merritt 7, 6th Floor

City: Norwalk State: CT Zip: 06856-5201

- 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 1

B. Trademark Registration No.(s)

See attached Schedule 1

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:

c/o Latham & Watkins, LLP

Street Address: Sears Tower

233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340

- 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

*Kristin Brozovic*  
Signature

8/4/04

Date

Total number of pages including cover sheet, attachments, and document: 7

08/06/2004 ECOOPER 00000277 1404817

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

01 FC:8521 40.00 OP  
02 FC:8522 300.00 OP  
03 FC:8523 120.00 OP

TRADEMARK  
REEL: 002913 FRAME: 0411

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
(RBC Oklahoma Inc.)**

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Number</b>	<b>Issue Date</b>	<b>Place of Registration</b>
L&S (Stylized Letters)	1404817	08/12/86	USA
American Bearing	1762698	04/06/93	USA
Powerglide	1859071	10/18/94	USA
American Bearing & Automotive Co.	74/405388		USA
Super-Joint	2122784	12/23/97	USA
Tough Joint	2024003	12/17/96	USA
New Alloy	2167999	06/23/98	USA
ALLOY	1079691	12/20/77	USA
W (and Design)	1246992	08/02/83	USA
Wesco	1435425	04/07/87	USA
Alloy A (and Design)	1444042	06/23/87	USA
(Design Only)	1449558	07/28/87	USA
Zeller	1040337		USA

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2004 by RBC OKLAHOMA, INC. a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as SCIL Agent for SCIL Lenders.

## WITNESSETH:

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

WHEREAS, SCIL Agent and SCIL Lenders are willing to make the SCIL as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to SCIL Agent, for itself and the ratable benefit of SCIL 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 SCIL Agent, for itself and the ratable benefit of SCIL 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 SCIL Agent, on behalf of itself and SCIL Lenders, a continuing 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 SCIL Agent, on behalf of itself and SCIL Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of SCIL 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.

4. SUBORDINATION. The security interest granted hereunder to SCIL Agent on behalf of itself and SCIL Lenders and the rights of such parties in respect thereof shall be subordinated to the Senior Lien to the extent provided in the Intercreditor Agreement.

5. PERFORMANCE. Notwithstanding anything herein to the contrary, Grantor shall not be required to perform any covenant or obligation under this Trademark Security Agreement to the extent that compliance with such covenant or performance of such act would conflict with the terms of any agreement of Grantor in favor of Senior Agent until the "Termination Date" under and as defined in the Senior Credit Agreement shall have occurred.

[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 OKLAHOMA, INC., as Grantor

By: *D. Bergeron*  
Name: *DAVID D. BERGERON*  
Title: *VP & CFO*

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as SCIL Agent

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

[Signature page to SCIL Trademark Security Agreement-  
RBC Oklahoma, Inc.]

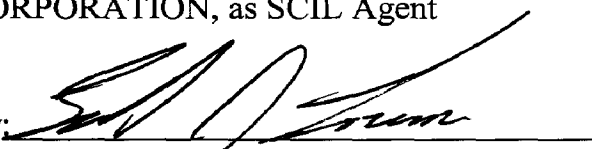
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RBC OKLAHOMA, INC., as Grantor

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

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as SCIL Agent

By:   
Name: Scott J. Lorimer  
Title: Duly Authorized Signatory

[Signature page to SCIL Trademark Security Agreement-  
RBC Oklahoma, Inc.]

TRADEMARK  
REEL: 002913 FRAME: 0416

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(RBC Oklahoma Inc.)**

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(Design Only)	1449558	07/28/87	USA
Zeller	1040337		
CMP	Common law trademark		USA

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**RECORDED: 08/06/2004**

**TRADEMARK  
REEL: 002913 FRAME: 0417**