

09-28-2005

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION  
TRADEMARKS ONLY  
103091248

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8-29-05

1. Name of conveying party(ies):

Madeleine L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC- New York
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Roller Bearing Company of America, Inc.

Internal

Address: \_\_\_\_\_

Street Address: One Tribology Center

City: Oxford

State: CT

Country: USA Zip: 06478

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship DE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) August 15, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See Attached Schedule I

B. Trademark Registration No.(s)  
See Attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristin Brozovic

Internal Address: \_\_\_\_\_

Street Address: c/o Latham & Watkins LLP  
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9870

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 715.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Kristin Brozovic  
Signature

8/25/05  
Date

Kristin Brozovic  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/30/2005 6TON11 00000002 2384769

01 FC:8521

40.00 OP

02 FC:8522

675.00 OP

TRADEMARK  
REEL: 003230 FRAME: 0960

08/30/2005 6TON11 00000003 2384769

120.00 OP

01 FC:8523

SCHEDULE 1

Roller Bearing Company of America, Inc.

| Trademark                  | Number    | Issue Date | Place of Registration |
|----------------------------|-----------|------------|-----------------------|
| Pitchlign                  | 2384769   | 09/12/00   | USA                   |
| Quadlube                   | 2624337   | 09/24/02   | USA                   |
| RBCRoller                  | 2634648   | 10/15/02   | USA                   |
| Quickturn                  | 2674316   | 01/14/03   | USA                   |
| Spreadlock                 | 2638921   | 10/22/02   | USA                   |
| Impacttuff                 | 2634676   | 10/15/02   | USA                   |
| Crosslube                  | 2631053   | 10/08/02   | USA                   |
| Tandemroller               | 2642219   | 10/29/02   | USA                   |
| Shimpack                   | 2627914   | 10/01/02   | USA                   |
| Duralite                   | 2678676   | 01/21/03   | 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                   |
| Cam Centric                | 1562046   | 10/24/89   | USA                   |
| Heim (Home)                | 1291853   | 08/28/84   | USA                   |
| Unibal                     | 1131200   | 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                   |
| RBC Aerospace Bearing      | 76-581770 |            | USA                   |
| Progress Through Precision | 76-576615 |            | USA                   |

**Industrial Tectonics Bearings Corporation**

| <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                          |

**RBC Aircraft Products, Inc.**

| <b>Trademark</b> | <b>Number</b> | <b>Issue Date</b> | <b>Place of Registration</b> |
|------------------|---------------|-------------------|------------------------------|
| AeroCres         | 78-079502     | 11/05/02 (filed)  | USA                          |

**RBC Oklahoma Inc.**

| <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              |                   |                              |
| CMP                               | Common law trademark |                   | USA                          |

**RBC Precision Products – Bremen, Inc. (f/k/a Miller Bearing Company, Inc.)**

| <b>Trademark</b>             | <b>Number</b> | <b>Issue Date</b> | <b>Place of Registration</b> |
|------------------------------|---------------|-------------------|------------------------------|
| MBI Automation               | 2212599       | 12/22/98          | USA                          |
| Miller Bearings (and Design) | T98735        | 06/23/98          | Florida                      |
| MBI Automation               | T971073       | 09/09/97          | Florida                      |

**Tyson Bearing Company, Inc.**

| <b>Mark</b> | <b>Serial Number/<br/>Registration Number</b> | <b>Issue Date</b> | <b>Country</b> |
|-------------|---|-------------------|----------------|
| TYSON       | 2806041                                       | 01/20/04          | USA            |

## TRADEMARK RELEASE AND REASSIGNMENT

This TRADEMARK RELEASE AND REASSIGNMENT is made as of August 15, 2005, by MADELEINE L.L.C., as successor SCIL Agent (the "SCIL Agent").

### WITNESSETH:

WHEREAS, General Electric Capital Corporation, as original SCIL Agent (the "Original SCIL Agent"), and Roller Bearing Company of America, Inc., Industrial Tectonics Bearings Corporation, RBC Aircraft Products, Inc., RBC Oklahoma, Inc., RBC Precision Products – Bremen, Inc. (f/k/a Miller Bearing Company, Inc.) and Tyson Bearing Company, Inc. (collectively, the "Grantors" and individually, each a "Grantor") each entered into those certain Trademark Security Agreements dated as of June 29, 2004 (collectively, the "Trademark Security Agreements"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreements), pursuant to which the Grantors granted a security interest to the Original SCIL Agent in, and a collateral assignment to the Original SCIL Agent of, among other things, Trademarks and Trademark Licenses, including the Trademarks and Trademark Licenses set forth on Schedule 1 hereto;

WHEREAS, the Original SCIL Agent, the SCIL Agent and the Grantors have entered into that certain Assignment and Amendment of Trademark Security Interest dated as of August 24, 2004 (the "Assignment and Amendment") pursuant to which the Grantors acknowledged the SCIL Agent's security interest in, and a collateral assignment of, among other things, Trademarks and Trademark Licenses, including the Trademarks and Trademark Licenses set forth on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office on (i) July 9, 2004, at Reel 002892, Frame 0087, (ii) July 8, 2004, at Reel 002891, Frame 0439, (iii) July 8, 2004, at Reel 002889, Frame 0872, (iv) August 6, 2004 at Reel 02913, Frame 0411, (v) July 8, 2004, at Reel 002889, Frame 0401 and (vi) July 8, 2004, at Reel 002892, Frame 0073, respectively;

WHEREAS, the Assignment and Amendment was recorded with the United States Patent and Trademark Office on September 8, 2004, at (i) Reel 003045, Frame 0206, (ii) Reel 003045, Frame 0221, (iii) Reel 003045, Frame 0194, (iv) Reel 003045, Frame 0242, (v) Reel 003073, Frame 0529 and (vi) 003045, Frame 0155, respectively;

WHEREAS, the obligations underlying the security interest and collateral assignment are no longer owed, and the SCIL Agent no longer has an interest in the Trademarks and the Trademark Licenses and the other collateral described in the Trademark Security Agreements and the Assignment and Amendment; and

WHEREAS, the Grantors have requested the SCIL Agent release its lien on the Trademarks and the Trademark Licenses and the other collateral described in the Trademark Security Agreements and the Assignment and Amendment and reassign the same to the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SCIL Agent hereby releases any and all claims, liens, security interests and other encumbrances arising under the Trademark Security Agreements and the Assignment and Amendment and reassigns any and all rights, titles and interests conveyed thereunder, without any representation, recourse or undertaking by the SCIL Agent, to the Grantors.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the SCIL Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

MADELEINE L.L.C., as SCIL Agent

By: \_\_\_\_\_

Name: *Kevin Condon*

Title: *VP*

TRADEMARK RELEASE AND REASSIGNMENT

RECORDED: 08/29/2005

TRADEMARK  
REEL: 003230 FRAME: 0966