TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo & Company	FORMERLY Wells Fargo Capital Markets Inc.	12/29/1992	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	World Machinery Company
Also Known As:	AKA World Machinery Corporation
Street Address:	44 High Street
City:	West Nyack
State/Country:	NEW YORK
Postal Code:	10994
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	829440	GBC

CH $40.00 829440

CORRESPONDENCE DATA

Fax Number: (973)624-7070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9736224444
Email: mboyce@mccarter.com
Correspondent Name: McCarter & English LLP - Robert W. Smith
Address Line 1: 100 Mulberry Street
Address Line 2: Four Gateway Center
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	33268/3 RWS 0406
NAME OF SUBMITTER:	Robert W. Smith
Signature:	/Robert W. Smith/

Date:	02/24/2006

Total Attachments: 23
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT dated as of December 29, 1992 (this "Agreement") by and between **WELLS FARGO & COMPANY** ("**Seller**"), successor by merger to Wells Fargo Capital Markets Inc. ("Wells Fargo"), on the one part, and **WORLD MACHINERY CORPORATION** ("**Purchaser**"), on the other part.

WHEREAS, General Bearing Corporation ("GBC") obtained financing from Wells Fargo pursuant to the terms and conditions of certain agreements (the "Wells Fargo Loan Documents"), including, without limitation: (a) that certain Senior Subordinated Credit Agreement dated as of October 12, 1987, as amended by Amendment Number One dated as of September 30, 1988, Amendment Number Two dated as of January 9, 1989, Amendment Number Three dated as of April 6, 1990, Amendment Number Four dated as of April 24, 1990 and Amendment Number Five dated as of June 25, 1990 (collectively, the "Wells Fargo Credit Agreement"); (b) that certain Security Agreement-Patent Assignment dated as of October 12, 1987, as amended; (c) that certain Security Agreement dated as of October 12, 1987, as amended; (d) that certain Security Agreement - Trademark Assignment dated as of October 12, 1987, as amended; (e) that certain Limited Guaranty executed by Hyatt Railway Products Corp. (the "Guarantor"), dated as of October 12, 1987, as amended; (f) that certain Security Agreement dated as of October 12, 1987, as amended; (g) that certain Class B Common Stock Purchase Warrant dated as of October 12, 1987, as amended;

and (h) that certain First Amended and Restated Security Agreement dated as of June 25, 1990, as amended;

WHEREAS, on or about June 25, 1990 Bank of New York ("BNY") and Wells Fargo entered into an Intercreditor Agreement (as amended the "Intercreditor Agreement") pursuant to which Wells Fargo agreed to subordinate in favor of BNY certain of Wells Fargo's security interests in certain assets of GBC and the Guarantor defined therein as "Bank Senior Collateral" (the "BNY Senior Collateral") and BNY agreed, in turn, to subordinate in favor of Wells Fargo certain of BNY's security interests in certain assets of GBC and the Guarantor defined therein as "Lender Senior Collateral" (the "Wells Fargo Senior Collateral");

WHEREAS, in or about September, 1991 GBC, Guarantor and an affiliate of GBC named Fisco Industries Ltd. ("Fisco") filed voluntary petitions under the United State Bankruptcy Code, 11 U.S.C. § 101, et. seq., (the "Bankruptcy Code") commencing chapter 11 cases now pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), jointly administered under the caption In re: General Bearing Corporation, Hyatt Railway Products Corp. and Fisco Industries, Ltd, Case Nos. 91-B-21424, 91-B-21425 and 91-B-21426 (the "Bankruptcy Cases");

WHEREAS, in or about October, 1991 Wells Fargo, BNY and the debtors in the Bankruptcy Cases stipulated for a "Financing Order Authorizing Debtors to Borrow Funds with Priority over Administrative Expenses and Secured By Liens on Property of the

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Estate Pursuant to Section 364 (c) of the Bankruptcy Code" (the "Financing Order");

WHEREAS, Wells Fargo has heretofore merged with Seller, with Seller being the surviving corporation, and Seller thereby obtained all of Wells Fargo's rights under the Wells Fargo Loan Documents, the Intercreditor Agreement and Financing Order (the "Financing Documents");

WHEREAS, Seller contends that as of the date of the petitions commencing the Bankruptcy Cases, GBC and Guarantor were indebted to Wells Fargo (

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase all right, title and interest of Seller in and to (i) the Seller's Claim in the Bankruptcy Cases, as said Claim has been scheduled by the debtors in the Bankruptcy Cases (the "Bankruptcy Claim"), (ii) the Financing Documents, (iii) all property of whatever kind and wherever located, whether real or personal, tangible or intangible, now owned or hereafter created or acquired, in which any security interest, mortgage, deed of trust, pledge, lien, claim, charge or encumbrance of any kind has been granted or obtained by or for the benefit of Wells Fargo and/or Seller (collectively, the "Collateral"), (iv) excepting only such releases which may now or heretofore have been executed by or among the parties, all other documents, instruments and other writings relating to or which were prepared in connection with the Financing Documents, the notes executed in favor of

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Wells Fargo or the Seller pursuant thereto (the "Notes") and/or the Collateral (such documents, instruments and other writings, together with the Financing Documents and the Notes, as any of them may be modified and/or restated, being referred to collectively herein as the "Assigned Agreements"), and (v) any interest, dividends, securities, cash or other property, together with any proceeds thereof, which on or any time after the Purchase provided for herein (whether or not accrued or payable prior to such Purchase) may be paid, received, exchanged for or distributed or collected in respect of Seller's right, title and interest in and to the Assigned Agreements or the Collateral (collectively, the "Proceeds") (the Bankruptcy Claim, the Proceeds and all such right, title and interest of Seller in and to the Assigned Agreements and the Collateral collectively the "Assigned Rights").

NOW, THEREFORE, in consideration of the foregoing, the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

A. **THE PURCHASE.**

1. **Purchase Price.** The purchase price for the Assigned Rights

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2. [illegible]. Payment of the Purchase Price shall be made by Purchaser on December 30, 1992, upon: (i) the transmittal, to counsel to Purchaser, by Seller of an executed signature page to this Agreement, which transmittal may be by facsimile, and (ii) the transmittal, to counsel to Purchaser, by counsel to Seller of a written representation that Seller has executed this Agreement, which transmittal may be by facsimile.

3. **Purchase**. Upon receipt by Seller of the Releases and the Purchase Price, Seller shall sell and shall be deemed to have sold to Purchaser, without representation, warranty or recourse (except as otherwise expressly set forth herein), and Purchaser shall purchase and shall be deemed to have purchased from Seller all rights title and interest of Seller in the Assigned Rights, including without limitation, all rights title and interest Seller may have as a holder of, party to, or beneficiary under the Bankruptcy Claim. Insofar as Seller is concerned, Purchaser shall furthermore be entitled: (i) to collect and receive all payments and distributions (whether or not accrued or payable prior to the date hereof) with respect to the Assigned Rights, (ii) to be deemed a party to and holder of

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as beneficiary under (as the case may be) the Assigned Agreements, and (iii) to exercise and enforce such rights of Seller under the Assigned Agreements as Purchaser would have been entitled to exercise and enforce if it had been an original signatory thereof or original holder of or beneficiary thereunder (as the case may be).

C. **REPRESENTATIONS AND WARRANTIES.**

1. **By Both Parties.**

Purchaser and Seller each represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with the transactions contemplated hereby resulting from any action taken by Purchaser, Seller, their officers, directors, employees, assigns, agents, or partners, or any of them, for which the other party hereto shall be responsible and each party shall indemnify the other, and hold the other harmless

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from any claims made by any third party for such commissions or fees arising out of such parties' actions.

2. **By Seller.**

The Seller represents and warrants to Purchaser and its successors and assigns that, as of the date of this Agreement:

a. **Organization, Standing and Power.**

Seller is a national banking association, validly existing and in good standing under the laws of the United States, with full power and authority to execute, deliver and perform its obligations under the Assigned Agreements and this Agreement, including all documents executed in connection herewith, and to sell and assign the Assigned Rights to Purchaser in accordance with this Agreement.

b. **Binding Effect.**

This Agreement, all agreements and instruments executed by Seller pursuant to this Agreement and the Assigned Agreements to which Seller is a party, successor or assign have been duly authorized, executed and delivered by Seller or its predecessor in interest and are the valid, legal and binding obligations of Wells Fargo and Seller, enforceable against Wells Fargo and Seller in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

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c. **Title.**

To the best of Seller's knowledge, Seller is the legal and beneficial owner of, and has good title to, the Assigned Rights, free and clear of any liens, claims or encumbrances, except as provided in the Intercreditor Agreement. Seller has not heretofore assigned, transferred, pledged, encumbered, disposed of, terminated or conveyed the Assigned Rights, in whole or in part.

d. **Agency.**

Purchaser is not an agent for Seller.

e. **No Consents.**

No registration with, consent or approval of, or any other action by, any federal, state or other governmental agency, authority or regulatory body, foreign or domestic, is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Seller or the sale by Seller of the Assigned Rights. Neither the execution, delivery and performance of this Agreement or the Assigned Agreements, nor the sale and assignment of the Assigned Rights by Seller to Purchaser, nor the assumption by Purchaser of the obligations of Seller under the Assigned Agreements, has resulted or will result in any breach of any provision of, or constitute a default (or an event which with or without notice and/or lapse of time would constitute a default), or result in the creation of any lien, charge or other encumbrance upon any assets of Seller, under Wells Fargo's or Seller's charter documents, or any

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agreement or instrument to which Wells Fargo or Seller is a party or by which it is bound or any statute, rule, judgment, order or regulation of any court or governmental authority applicable to it. All documents delivered by Seller pursuant to Subparagraph D(2) herein are true and correct copies of the original documents and constitute all of the documents in Seller's possession with regard to the subject matter of Subparagraph D(2).

3. **By Purchaser.**

Purchaser represents and warrants to Seller and its successors and assigns that, as of the date of this Agreement:

a. **Organization, Standing and Power.**

Purchaser is a corporation validly existing and in good standing under the laws of the State of Delaware, with full power and authority to execute, deliver and perform its obligations under this Agreement, including all documents executed in connection herewith and to purchase the Assigned Rights from Seller in accordance with this Agreement.

b. **Binding Effect.**

This Agreement has been duly authorized, executed and delivered by Purchaser and is the valid, legal and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

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c. **No Consents.**

No registration with, consent or approval of, or any other action by, any federal, state or other governmental agency, authority or regulatory body, foreign or domestic, is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Purchaser or the purchase by Purchaser of the Assigned Rights. Neither the execution, delivery and performance of this Agreement or the Assigned Agreements, nor the sale and assignment of the Assigned Rights by Seller to Purchaser, nor the assumption by Purchaser of the obligations of Seller under the Assigned Agreements, has resulted or will result in any breach of any provision of, or constitute a default (or an event which with or without notice and/or lapse of time would constitute a default), or result in the creation of any lien, charge or other encumbrance upon any assets of Purchaser, under Purchaser's charter documents, or any agreement or instrument to which Purchaser is a party or by which it is bound or any statute, rule, judgment, order or regulation of any court or governmental authority applicable to it.

d. **Sophisticated Purchaser.**

Purchaser is a sophisticated buyer with respect to the Assigned Rights and has full and adequate information concerning the Bankruptcy Cases and concerning the business and financial condition of GBC, the Guarantor and all other obligors under the Assigned Agreements to make an informed decision regarding the purchase of the Assigned Rights, and has independently and

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without reliance upon Seller or Wells Fargo and based upon such investigation as Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Purchaser has, without conducting any independent investigation, relied upon the representations, warranties, and covenants of Seller expressly set forth in this Agreement. Purchaser acknowledges that neither Wells Fargo nor Seller has made and neither of them hereby makes any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement. Purchaser is aware that the consideration to be received by Seller hereunder for the sale of the Assigned Rights differs in amount from the amount scheduled to be made pursuant to the Financing Documents. Purchaser is aware that the application of the provisions of the Bankruptcy Code to the Financing Documents and the Assigned Rights may result in a discharge of part or all of the obligations owed by GBC, Fisco and/or Guarantor thereunder. Purchaser acknowledges that Wells Fargo and Seller have not made and do not make any warranty or representation of any nature regarding actions taken to preserve the Assigned Rights or the enforceability of the Financing Documents in connection with the Bankruptcy Cases.

e. **Compliance With Securities Laws.**

Without implying any characterization of the Assigned Rights or interests therein as a "security" within the meaning of applicable securities laws, Purchaser is not purchasing the

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Assigned Rights with a view to or for resale in connection with any distribution or public offering of all or any part thereof or of any interest therein in a manner which would violate applicable securities laws.

f. **Agency.**

Seller is not an agent for Purchaser.

D. **CONDITIONS AND PROCEDURES**

1. **Releases.**

Upon execution of this Agreement, the parties shall exchange mutual releases in the forms attached hereto as Exhibit 1 (GBC, Guarantor and Fisco on the one part and Seller on the other part as mutual special releasors) (the "Debtors' Release"), Exhibit 2 (BNY on the one part and Seller on the other part as mutual special releasors) and Exhibit 3 (Purchaser on the one part and Seller on the other part as mutual special releasors), executed, with signatures notarized, by the parties indicated thereon (collectively, the "Releases").

2. **Delivery.**

a. Upon the execution by Purchaser of this Agreement, Seller shall: (i) assemble into escrow, to be held by counsel to Seller, all Notes executed pursuant to the Wells Fargo Loan Documents, endorsed to the order of Purchaser, and (ii) deliver to Purchaser true and correct copies of the Wells Fargo Loan Documents, the Finance Documents and all filings made by or on behalf of Wells Fargo or Seller to evidence or perfect Wells Fargo's or Seller's interest in the Collateral.

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b. Upon collection by Seller of the Purchase price, counsel to Seller shall release the Notes to Purchaser.

E. **COVENANTS AND AGREEMENTS.**

1. **Further Obligations of Purchaser.**

a. **Assumed Obligations.**

As used herein, "Assumed Obligations" means all obligations of Seller, including without limitation obligations owed to BNY, under the Assigned Agreements.

b. **Assumption.**

Upon collection by Seller of the Purchase Price, Purchaser shall accede to, and Purchaser hereby accepts, assumes and agrees to perform all of the Assumed Obligations.

2. **Nonrecourse.**

If payments pursuant to any Assigned Agreement which are paid on or after the date hereof by GBC, Guarantor or any party obligated under any Assigned Agreement are avoided, reduced, disallowed or subordinated (the "Disallowed Amount"), for any reason, or if the claims thereunder are discharged in the Bankruptcy Cases for any reason, Purchaser shall have no rights against Seller for such Disallowed Amount or otherwise.

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3. **Conditional Purchaser Indemnity.**

In the sole event that: (i) Bankruptcy Court approval of the Debtors' Release is required in order to make the Debtors' Release effective and enforceable as against the Debtors, and (ii) the Bankruptcy Court fails to enter an Order approving the Debtors' execution of the Debtors' Release (the "Approval Order"), then solely as to any litigation or claims by the Debtors, or any of them, against the Seller Indemnitees which would otherwise have been released upon the entry of the Approval Order, Purchaser agrees to indemnify, defend and hold Wells Fargo, Seller and their respective officers, directors, employees, agents, partners and controlling persons (collectively, the "Seller Indemnitees") harmless from and against any and all expenses, losses, claims, damages and liabilities, other then those caused by the gross negligence or willful misconduct of the Seller Indemnities or any of them, which are incurred by the Seller Indemnitees, or any of them, including, but not limited to, reasonable attorneys' fees and expenses, caused by, or in any way resulting from or related to any such litigation or claims.

F. **MISCELLANEOUS.**

1. **Survival of Representations and Warranties.**

All representations, warranties, covenants, indemnities and agreements of Seller and Purchaser contained herein, and the Releases, shall be considered to have been relied upon by the parties hereto and shall survive the execution, delivery and

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performance of this Agreement and all of the documents contemplated herein, and the sale and assignment of the Assigned Rights to Purchaser.

2. **Costs and Expenses.**

The parties hereto agree to pay their own respective costs and expenses including, but not limited, to attorneys' fees and expenses, in connection with the transactions contemplated by this Agreement.

3. **Entire Agreement.**

This Agreement, together with any exhibits and schedules hereto and any documents delivered herewith, contains the entire agreement between Seller and Purchaser with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements or understandings with respect thereto. There are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth or incorporated herein. As between Purchaser and Seller, the terms and conditions of this Agreement shall supersede any and all contrary, conflicting or otherwise inconsistent terms and conditions contained in any other agreement, written or oral, between Purchaser and Seller.

4. **Descriptive Headings.**

The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

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5. **Notices.**

a. All demands, notices, requests, consents and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered by courier service, messenger or telecopy at, or when duly deposited in the mails, by certified or registered mail, postage prepaid -- return receipt requested, to, the following addresses, or such other addresses as may be furnished hereafter by notice in writing to the following parties:

In the case of the Purchaser:

World Machinery Corporation
44 High Street
West Nyack, New York 10994

with a copy to:

Theodore D. Moskowitz, Esq.
McCarter & English
Four Gateway Center
100 Mulberry Street
P.O. Box 652
Newark, New Jersey 07101-0652

In the case of the Seller:

Wells Fargo Bank, National Association
333 South Grand Avenue, 12th Floor
Los Angeles, California 90071
Attention: Art Brokx, Vice President

with a copy to:

Pillsbury Madison & Sutro
725 S. Figueroa Street, Suite 1200
Los Angeles, California 90017
Attention: Robert L. Morrison Esq.,
Kenneth N. Russak, Esq.

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b. All demands, requests, consents, notices and communication shall be deemed to have been given either (a) at the time of actual delivery thereof or (b) if given by certified or registered mail, five business days after certification or registration thereof, to any officer (or an authorized recipient of deliveries to the office) of the party to whom given.

6. **Governing Law.**

This Agreement shall be construed, and the obligations of the parties hereunder shall be determined, in accordance with the laws of the State of California (without regard to any conflict of laws provisions thereof). As between Seller and Purchaser, any action or proceeding to enforce or declare any rights hereunder shall be conducted in any federal or state court sitting in California, excepting only such proceedings which may arise in the Bankruptcy Cases.

7. **Assignability.**

This Agreement, including, without limitation, the representations, warranties, covenants and agreements contained herein, shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

8. **Waiver and Amendments.**

a. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by Seller and Purchaser, and no waiver of any provision of this Agreement, nor a consent to any departure by Seller or Purchaser therefrom, shall be effective unless it is in writing and signed

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by the other party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

b. No failure on the part of either party to exercise, and no delay in exercising in any right hereunder or under any related documents shall operate as a waiver thereof by such party, nor shall any single or partial exercise of any right hereunder or under any other related document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of each party provided herein and in other related documents (x) are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law and (y) are not conditional or contingent on any attempt by such party to exercise any of its rights under any other related document against the other party or any other entity.

9. **Further Assurances**.

Each of the parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action, as the other party may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement. In addition to and not in limitation of the foregoing, Seller ackhowledges that Purchaser may desire that Seller execute additional documents of assignment to perfect Purchaser's interest in the Assigned Rights, and Seller agrees to promptly comply with any

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reasonable request of Purchaser to execute such additional documents.

10. **Confidentiality.**

Except as may: (i) reasonably be necessary to obtain entry of the Approval Order as contemplated in Paragraph E(3) above, or (ii) be compelled by legal process or by an order, judgment or decree of a court or other governmental authority of competent jurisdiction or in connection with any examination or request by any governmental authority having regulatory responsibility over such party, or as necessary to auditors and professionals of each party, each party shall not, without the prior written consent of the other, disclose, divulge or otherwise make known to any other person or entity the terms hereof, including, without limitation, the Purchase Price. Notwithstanding the foregoing, Purchaser may, without the prior written consent of Seller, disclose the terms hereof, except the Purchase Price, to potential transferees of the Assigned Rights or any part thereof.

11. **Counterpart Execution.**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one agreement binding all of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this

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Agreement to be duly executed by them as of the date first above written.

WELLS FARGO & COMPANY,
as Seller

By: Rodney L. Jacobs

Name: Rodney L. Jacobs

Title: Vice Chairman & CFO

WELLS FARGO & COMPANY,
as Seller

By: Robert L. Joss

Name: Robert L. Joss

Title: Vice Chairman

State of California)
) SS.
County of San Francisco)

On this the 30th day of December, 1992, before me, Cynthia J. Yurdana, the undersigned Notary Public, personally appeared Rodney L. Jacobs and Robert L. Joss,

X each personally known to me

____ each proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged that Rodney L. Jacobs and Robert L. Joss executed it in their respective capacities as Vice Chairman & CFO and Vice Chairman of Wells Fargo & Company.

WITNESS my hand and official seal.

Cynthia J. Yurdana
Notary's Signature

OFFICIAL SEAL
CYNTHIA J. YURDANA
NOTARY PUBLIC CALIFORNIA
SAN FRANCISCO COUNTY
My commission expires Sept. 12, 1994

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WORLD MACHINERY CORPORATION,
as Purchaser

By: _____
Name: David Gussack
Title: Secretary/Treasurer

State of New York)
) SS.
County of Westchester)

On this the 30TH day of December, 1992, before me, PAULINA SNYDER, the undersigned Notary Public, personally appeared David Gussack, personally known to me, and acknowledged that David Gussack executed it in his capacity as Secretary/Treasurer of World Machinery Corporation.

WITNESS my hand and official seal.

_____
Notary's Signature

PAULINA SNYDER
Notary Public, State of New York
No. 4997154
Qualified in Rockland County
Commission Expires June 1, 1994

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ACKNOWLEDGMENT AND CONSENT

The undersigned acknowledge the terms and conditions of the attached Assignment Agreement and hereby consent to the sale and assignment by the Seller to the Purchaser of all of the Assigned Rights (as defined therein) and agree to keep confidential the terms and provisions thereof including, without limitation, the Purchase Price.

GENERAL BEARING CORPORATION

By: _____
Seymour Gussack
President

State of New York)
) SS.
County of Westchester)

On this the 30th day of December, 1992, before me, PAULINA SNYDER, the undersigned Notary Public, personally appeared Seymour Gussack, personally known to me, and acknowledged that Seymour Gussack executed it in his capacity as President of General Bearing Corporation.

WITNESS my hand and official seal.

PAULINA SNYDER
Notary Public, State of New York
No. 4997154
Qualified in Rockland County
Commission Expires June 1, 1994

_____
Notary's Signature

HYATT RAILWAY PRODUCTS CORP.

By: _____
Seymour Gussack
Chairman of the Board

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State of New York)
) SS.
County of Westchester)

On this the 30TH day of December, 1992, before me, PAULINA SNYDER, the undersigned Notary Public, personally appeared Seymour Gussack, personally known to me, and acknowledged that Seymour Gussack executed it in his capacity as Chairman of the Board of Directors of Hyatt Railway Products Corp.

WITNESS my hand and official seal.

PAULINA SNYDER
Notary Public, State of New York
No. 4997154
Qualified in Rockland County
Commission Expires June 1, 1994

Paulina Snyder
Notary's Signature

FISCO INDUSTRIES, LTD.

By: D Gussack
David Gussack
President

State of New York)
) SS.
County of Westchester)

On this the 30TH day of December, 1992, before me, PAULINA SNYDER, the undersigned Notary Public, personally appeared David Gussack, personally known to me, and acknowledged that David Gussack executed it in his capacity as President of Fisco Industries, Ltd.

WITNESS my hand and official seal.

PAULINA SNYDER
Notary Public, State of New York
No. 4997154
Qualified in Rockland County
Commission Expires June 1, 1994

Paulina Snyder
Notary's Signature

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