

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		06/26/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RBC Oklahoma, Inc.		
Street Address:	One Tribology Center		
City:	Oxford		
State/Country:	CONNECTICUT		
Postal Code:	06478		
Entity Type:	STATE AGENCY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1404817	L & S	
Registration Number:	1762698	AMERICAN BEARING	
Registration Number:	1079691	ALLOY	
Registration Number:	1435425	WESCO	
Registration Number:	1444042	ALLOY	
Registration Number:	1449558		
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2166228672		
Email:	tconnors@calfee.com		
Correspondent Name:	Timothy J. Connors		
Address Line 1:	800 Superior Avenue		
Address Line 2:	1400 McDonald Investment Center		
Address Line 4:	Cleveland, OHIO 44114		

CH \$165.00 1404817

ATTORNEY DOCKET NUMBER:	31348.04000
NAME OF SUBMITTER:	Timothy J. Connors
Signature:	/TJC/
Date:	06/30/2006
Total Attachments: 7 source=dxh7377#page1.tif source=dxh7377#page2.tif source=dxh7377#page3.tif source=dxh7377#page4.tif source=dxh7377#page5.tif source=dxh7377#page6.tif source=dxh7377#page7.tif	

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
General Electric Capital Corporation

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

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

2. Name and address of receiving party(ies)

Name: RBC Oklahoma, Inc.
Internal
Address: _____
Street Address: One Tribology Center
City: Oxford State: CT Zip: 06478

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

3. Nature of conveyance:

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

Execution Date: 6/26/2006

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) See attached
Schedule A

Additional number(s) attached Yes No

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

Name: Timothy J. Connors
Internal Address: _____

Calfee, Halter & Griswold LLP
Street Address: 1400 McDonald Investment Ctr.
800 Superior Avenue
City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved: 6

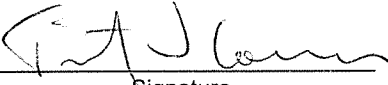
7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-0172

DO NOT USE THIS SPACE

9. Signature.

Timothy J. Connors  June 30, 2006
Name of Person Signing Signature Date

7

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

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

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of June 26, 2006 by GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT ("GECC").

WHEREAS, GECC and RBC Oklahoma, Inc., a Delaware corporation ("Debtor"), entered into that certain Trademark Security Agreement, dated as of May 30, 2002, (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted GECC a security interest in, among other things, certain trademarks, trade names, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto, and in any licenses of trademarks, trade names, trademark registrations, service marks, trade styles, terms, designs and trademark applications to which Debtor is a party ("Trademark Licenses"), as security for certain obligations of Debtor to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreement on June 7, 2002 at Reel 002519, Frame 0844 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks and Trademark Licenses.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (A) any renewals thereof, (B) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, (D) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (E) all rights corresponding thereto throughout the world, and (ii) all Trademark Licenses;

(b) the goodwill of Debtor's business connected with or symbolized by each Trademark and each Trademark License; and


(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for (i) past, present or future infringement or dilution of the Trademarks or of any trademark, trade names, trademark registrations, service marks, trade styles, terms, designs or trademark applications licensed under any Trademark

License; or (ii) injury to the goodwill associated with any Trademark or any Trademark, trade names, trademark registrations, service marks, trade styles, terms, designs and trademark applications licensed under any Trademark License.

GECC further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be
duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT

By: 
Name: Neel Holey
Title: its Duty Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark	Number	Issue Date	Place of Registration
ABD	233,763		Mexico
	340,086		
	006724566		Brazil
	89-7182		Korea
L&S	912953	06/08/71	USA
	1232/0672455		Brazil
	1232/0626650		
	924,416		
	647,183		
	89-7183		Korea
	345,649		Mexico
	233,764		
	141,440		Venezuela
L&S (Stylized Letters)	1404817	08/12/86	USA
	008,293/73		Brazil
	214521		Korea
	252500		Peru
"a" (and Design)	1669334	12/24/91	USA
American Bearing	1762698	04/06/93	USA
	340,087		Mexico
American Bearing Division	235274		Mexico
	155613		
L & S Bearing Co.	20261-88		Venezuela
	20265-88		
	8.979-87		
L&S Bearing Company	650,650		Brazil
	235,273		Mexico
	154,970		
L&S Bearing	350,139		Mexico
L&S Bearing Manufacturing Co.	155,612		Mexico
	650,657		Brazil
L & S Automotive Parts Co.	26.304		Venezuela
Five Star Bearing and Automotive (and Design)	423576		Mexico
Powerglide	1859071	10/18/94	USA

NYK 772937-1.046750.0011

Trademark	Number	Issue Date	Place of Registration
American Bearing & Automotive Co.	74/405388		USA
American Bearing & Clutch Co.	1903506	07/04/95	USA
American Bearing and Automotive Products Co.			USA
L & S Bearing Export Company	650.881		Brazil
Super-Joint	2122784	12/23/97	USA
Tough Joint	2024003	12/17/96	USA
New Alloy	2167999	06/23/98	USA
		Pending	Mexico
		Pending	Colombia
		Pending	Venezuela
New Alloy (and Design)			USA
ALLOY	1079691	12/20/77	USA
W (and Design)	1246992	08/02/83	USA
Wesco	1435425	04/07/87	USA
Alloy (and Design)	1444042	06/23/87	USA
(Design Only)	1449558	07/28/87	USA
		Pending	Venezuela
		Pending	Colombia
		Pending	Mexico
EZ Boot	1874611 (cancelled)	01/17/95	USA
DLT	74/618229		USA
DL Tech			USA
AEC	552383		Mexico
Zeller	0730027 1040337 1067009 1103023 (expired)		
Zeller Corp.			
Motor Master	1,101,223 (expired)		USA
CMP	Common law trademark		USA
Miscellaneous Design	1,119,531 (expired)		USA

NYK 772937-1.046750.0011