TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective recordation with respect to the document previously recorded at reel 3045, frame 0194 to correct conveying parties and amend the nature of conveyance to Assignment of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		08/23/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	Madeleine L.L.C.
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2645851	AEROCRES

CH $40.00 2645851

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-446-4800
Email: hsmith@kirkland.com
Correspondent Name: Hayley Smith, Kirkland & Ellis LLP
Address Line 1: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	41242-6
NAME OF SUBMITTER:	Hayley Smith, Senior Legal Assistant
Signature:	//Hayley Smith//

Date:	06/23/2006

Total Attachments: 13
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Trademark Assignment Details

Reel/Frame: 3045 / 0194 View Recorded Assignment **Pages:** 12
Received: 09/13/2004 **Recorded:** 09/08/2004
Conveyance: ASSIGNS THE ENTIRE INTEREST

Total properties: 1

1 **Serial #:** 78079502 **Filing Dt:** 08/16/2001 **Reg #:** 2645851 **Reg. Dt:** 11/05/2002
Mark: AEROCRES

Assignors

1 RBC AIRCRAFT PRODUCTS, INC.
Exec Dt: 08/23/2004
Entity Type: CORPORATION
Citizenship: NONE

2 GENERAL ELECTRIC CAPITAL CORPORATION, AS SCIL AGENT
Exec Dt: 08/23/2004
Entity Type: CORPORATION
Citizenship: NONE

Assignee

1 MADELEINE L.L. C., AS SCIL AGENT
299 PARK AVENUE
FLOORS 21-23
NEW YORK, NEW YORK 10171
Entity Type: LLC
Citizenship: NEW YORK

Correspondence name and address

PAUL, HASTINGS, JANOFSKY & WALKER LLP
LASHANA C. JIMMAR
600 PEACHTREE STREET NE
SUITE 2400
ATLANTA, GA 30308

Search Results as of: 6/20/2006 7:39:49 P.M.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 571-272-3350
Web interface last modified: Mar 14, 2006 v.1.9

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09-13-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

RECO
TR. DEMARKS ONLY

9.8.04

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

1. Name of conveying party(ies)/Execution Date(s):
RBC Aircraft Products, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

Citizenship (see guidelines)

Execution Date(s) August 23, 2004

Additional names of conveying parties attached? [x] Yes [ ] No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? [ ] Yes [x] No

Name: Madeleine L. L. C., as SCIL Agent
Internal Address: Floors 21-23
Street Address: 299 Park Avenue
City: New York
State: New York
Country: USA Zip: 10171

- [ ] Association Citizenship
- [ ] General Partnership Citizenship
- [ ] Limited Partnership Citizenship
- [ ] Corporation Citizenship
- [x] Other LLC Citizenship New York

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:

- [x] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [ ] Other

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

A. Trademark Application No.(s)
78-079502

B. Trademark Registration No.(s)

Additional sheet(s) attached? [ ] Yes [x] 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: LaShana C. Jimmar, Paralegal
Internal Address: Paul, Hastings, Janofsky & Walker LLP
Suite 2400
Street Address: 600 Peachtree Street NE
City: Atlanta
State: Georgia Zip: 30308
Phone Number: (404) 815-2137
Fax Number: (404) 685-5137
Email Address: lashanajimmar@paulhastings.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $40.00

- [ ] Authorized to be charged by credit card
- [x] Authorized to be charged to deposit account
- [x] Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number 16-0752
Authorized User Name LaShana C. Jimmar

9. Signature: LaShana Jimmar
Signature

August 26, 2004
Date

LaShana C. Jimmar
Name of Person Signing

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

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

09/10/2004 DBYRNE 00000032 78079502
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Jun 20 08 11:40 Kitty Huffman 540-786-0687 p.3

Continuation of Item 1

Recordation Form Cover Sheet: Trademarks

Continuation from RBC Aircraft Products, Inc.

Item Number 1. Name of conveying party (ies):

General Electric Capital Corporation, as SCIL Agent

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ASSIGNMENT AND AMENDMENT OF
TRADEMARK SECURITY AGREEMENT

This Assignment and Amendment of Trademark Security Agreement (the "Assignment"), dated as of August 23, 2004 by and among ROLLER BEARING COMPANY OF AMERICA, INC., a Delaware corporation, INDUSTRIAL TECTONICS BEARINGS CORPORATION, a Delaware corporation, RBC AIRCRAFT PRODUCTS, INC., a Delaware corporation, RBC OKLAHOMA, INC., a Delaware Corporation, MILLER BEARING COMPANY, INC., a Delaware corporation, TYSON BEARING COMPANY, a Delaware corporation (collectively, the "Grantors" and individually, each a "Grantor"), and MADELEINE L.L.C., a New York limited liability company, as successor "SCIL Agent" ("New SCIL Agent").

WITNESSETH:

WHEREAS, pursuant to that certain (i) SCIL Credit Agreement dated as of June 29, 2004 (the "Original SCIL Credit Agreement") by and among the Grantors, the other Credit Parties (as defined therein), the lenders party thereto and General Electric Capital Corporation, as "SCIL Agent" (the "Original SCIL Agent") and (ii) Security Agreement dated as of June 29, 2004, the Grantors each entered into those certain Trademark Security Agreements dated as of June 29, 2004 (collectively, the "Trademark Security Agreements") in favor of the Original SCIL Agent;

WHEREAS, the Original SCIL Agent has resigned as SCIL Agent as of the date hereof pursuant to that certain Amendment No. 1 to the SCIL Credit Agreement dated as of the date hereof (the "Amendment" and, together with the Original SCIL Credit Agreement, as hereafter amended, restated, supplemented or otherwise modified, the "SCIL Credit Agreement") and, pursuant to the terms of the Amendment, New SCIL Agent succeeds the Original SCIL Agent as "SCIL Agent" under the SCIL Credit Agreement and the other Loan Documents (as defined in Annex A to the SCIL Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that capitalized terms used but not defined herein shall have the meanings set forth in Annex A to the SCIL Credit Agreement and further agree as follows:

1. Amendment to Definition of SCIL Agent. The parties to this Assignment acknowledge and agree that each Trademark Security Agreement is hereby modified and amended to the extent necessary to provide that Madeleine L.L.C. is the "SCIL Agent" for all purposes under each Trademark Security Agreement.

2. Amendment to Schedule I to each Trademark Security Agreement. Schedule I to each Trademark Security Agreement is hereby modified and amended by deleting such Schedule in its entirety and by substituting the appropriate Schedule set forth as Exhibit A attached hereto in lieu thereof.

3. No Other Amendment or Waiver. The execution, delivery and effectiveness of this Assignment shall not, except as expressly provided above, operate as an amendment to or a

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waiver of any right, power or remedy of New SCIL Agent under each Trademark Security Agreement or any of the other Loan Documents, nor constitute a waiver of any provision of any Trademark Security Agreement or any of the other Loan Documents. Except for the amendments expressly set forth above, the text of each Trademark Security Agreement shall remain unchanged and in full force and effect and each Grantor hereby ratifies and confirms its obligations thereunder.

4. Conditions of Effectiveness. This Assignment shall become effective as of the date hereof when, and only when, New SCIL Agent, shall have received:

(a) counterparts of this Assignment executed by the Grantors; and

(b) such other information, documents, instruments or approvals as New SCIL Agent or New SCIL Agent's counsel may require.

5. Representations and Warranties of each Grantor. Each Grantor represents and warrants as follows:

(a) such Grantor is a corporation organized, validly existing and in good standing under the laws of the jurisdiction indicated at the beginning of this Assignment.

(b) The execution, delivery and performance by such Grantor of this Assignment and the Loan Documents, as amended hereby, are within such Grantor's corporate powers, have been duly authorized by all necessary corporate action and do not contravene (i) such Grantor's articles or certificate of incorporation, or (ii) law or any contractual restriction binding on or affecting such Grantor.

(c) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by such Grantor of this Assignment or any of the Loan Documents, as amended hereby, to which such Grantor is or will be a party.

(d) This Assignment and each of the other Loan Documents, as amended hereby, to which such Grantor is a party, constitute legal, valid and binding obligations of such Grantor, enforceable against such Grantor in accordance with their respective terms.

(e) No Default or Event of Default is existing under the Credit Agreement.

6. Reference to and Effect on the Loan Documents. Upon the effectiveness of this Assignment, on and after the date hereof each reference in each Trademark Security Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to such Trademark Security Agreement, and each reference in the other Loan Documents to the "Trademark Security Agreements", "thereunder", "thereof" or words of like import referring to the Trademark Security Agreements, shall mean and be a reference to the Trademark Security Agreements as amended hereby.

7. Costs, Expenses and Taxes. The Grantors agree to pay on demand all reasonable costs and expenses in connection with the preparation, execution, delivery and administration of

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this Assignment and the other instruments and documents to be delivered hereunder, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for New SCIL Agent with respect thereto and with respect to advising Lender as to its rights and responsibilities hereunder and thereunder.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles of such state.

9. Loan Document. This Assignment shall be deemed to be a Loan Document for all purposes.

10. No Novation. Grantors and New SCIL Agent acknowledge and agree that this Assignment shall not constitute a novation of any Trademark Security Agreement.

11. Counterparts. This Assignment may be executed by any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same instrument. Delivery of such a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe file format document (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Assignment as of the day and year first written above.

ROLLER BEARING COMPANY OF AMERICA, INC., a Delaware corporation, as a Grantor

By: _____
Name: DANIEL A. BERGERON
Title: VP + CFO

INDUSTRIAL TECTONICS BEARINGS CORPORATION, a Delaware corporation, as a Grantor

By: _____
Name: DANIEL A. BERGERON
Title: VP + CFO

RBC AIRCRAFT PRODUCTS, INC., a Delaware corporation, as a Grantor

By: _____
Name: DANIEL A. BERGERON
Title: VP + CFO

RBC OKLAHOMA, INC., a Delaware corporation, as a Grantor

By: _____
Name: DANIEL A. BERGERON
Title: VP + CFO

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MILLER BEARING COMPANY, INC., a
Delaware corporation, as a Grantor

By: [signature]
Name: DANIEL P. BERGERON
Title: VP + CFO

TYSON BEARING COMPANY, a Delaware
corporation, as a Grantor

By: [signature]
Name: DANIEL P. BERGERON
Title: VP + CFO

MADELEINE L.L.C., a New York limited liability
company, as successor SCIL Agent

By:_____
Name:
Title:

Acknowledged and Agreed:

General Electric Capital Corporation,
a Delaware corporation, as resigning
SCIL Agent

By:_____
Name:
Title:

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MILLER BEARING COMPANY, INC., a Delaware corporation, as a Grantor

By:_____
Name:
Title:

TYSON BEARING COMPANY, a Delaware corporation, as a Grantor

By:_____
Name:
Title:

MADELEINE L.L.C., a New York limited liability company, as successor SCIL Agent

By:_____
Name: Kevin Gonda
Title: VP

Acknowledged and Agreed:

General Electric Capital Corporation, a Delaware corporation, as resigning SCIL Agent

By:_____
Name:
Title:

ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

MILLER BEARING COMPANY, INC., a Delaware corporation, as a Grantor

By:_____
Name:
Title:

TYSON BEARING COMPANY, a Delaware corporation, as a Grantor

By:_____
Name:
Title:

MADELEINE L.L.C., a New York limited liability company, as successor SCIL Agent

By:_____
Name:
Title:

Acknowledged and Agreed:

General Electric Capital Corporation, a Delaware corporation, as resigning SCIL Agent

By: [signature]
Name: Scott J. Lorimer
Title: Duly authorized Signatory

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Exhibit A

See Attached

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
(RBC Aircraft Products, Inc.)

TRADEMARK REGISTRATIONS

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

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RBC Aircraft Products, Inc.

TRADEMARK REGISTRATIONS

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

RECORDED: 06/23/2006

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