

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 0221 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: 2

Property Type	Number	Word Mark
Registration Number:	0770731	ITI
Registration Number:	1090201	ITI

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

NAME OF SUBMITTER:	Hayley Smith, Senior Legal Assistant
Signature:	//Hayley Smith//

CH \$65.00 0770731

Date:

06/23/2006

Total Attachments: 13

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Trademark Assignment Details

Reel/Frame: 3045 / 0221

View Recorded Assignment

Pages: 12

Received: 09/13/2004

Recorded: 09/08/2004

Conveyance: ASSIGNS THE ENTIRE INTEREST

Total properties: 2

1	Serial #: <u>72178806</u> Mark: ITI	Filing Dt: 10/11/1963	Reg #: <u>0770731</u>	Reg. Dt: 06/02/1964
2	Serial #: <u>73143941</u> Mark: ITI	Filing Dt: 10/07/1977	Reg #: <u>1090201</u>	Reg. Dt: 05/02/1978

Assignors

- 1 INDUSTRIAL TECTONICS BEARING CORPORATION
- 2 GENERAL ELECTRIC CAPITAL CORPORATION, AS SCIL AGENT

Exec Dt: 08/23/2004

Entity Type: CORPORATION

Citizenship: NONE

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: 6/21/2006 10:59:04 A.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

09-13-2004

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECOI
TR



102833916

9-5-04

To the Director of the U. S. Patent and Trademark Office

with the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Industrial Tectonics Bearings Corporation

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

Citizenship (see guidelines)

Execution Date(s) August 23, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1090201 and 770731

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: 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: lashana@jimmar.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- 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 16-0752

Authorized User Name LaShana C. Jimmar

9. Signature:

LaShana C. Jimmar

LaShana C. Jimmar

Signature

Name of Person Signing

August 26, 2004

Date

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 150, Alexandria, VA 22313-1450

09/10/2004 DPT/NE 00000034 1090201

01 FC:8521
02 FC:8522 K/DEPT5/CORP/INDUSTRIAL TECHNOLOGIES

Refund Ref: 09/10/2004

CHECK REFUND

TRADEMARK
REEL: 003045 FRAME: 0221
REEL: 003339 FRAME: 0487

Continuation of Item 1

Recordation Form Cover Sheet: Trademarks

Continuation from Industrial Tectonics Bearings Corporation

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

General Electric Capital Corporation, as SCIL Agent

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

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

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.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
TRADEMARK
REEL: 003045 FRAME: 0226
REEL: 003339 FRAME: 0492

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

By: D. Bergeron
Name: DANIEL J. BERGERON
Title: VP + CFO

TYSON BEARING COMPANY, a Delaware
corporation, as a Grantor

By: D. Bergeron
Name: DANIEL J. 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:

ASSIGNMENT AND AMENDMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
TRADEMARK
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REEL: 003339 FRAME: 0493

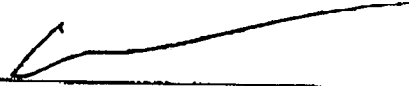
MILLER BEARING COMPANY, INC., a
Delaware corporation, as a Grantor

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 Bender*
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

TRADEMARK
TRADEMARK
REEL: 003045 FRAME: 0228
REEL: 003339 FRAME: 0494

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: 
Name: Scott J. Tolmer
Title: Duly Authorized Signatory

Exhibit A

See Attached

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
(Industrial Tectonics Bearings Corporation)**

TRADEMARK REGISTRATIONS

Trademark	Number	Issue Date	Place of Registration
ITI	1090201	05/02/78	USA
ITI (and Design)	770731	06/02/64	USA

Industrial Tectonics Bearings Corporation

TRADEMARK REGISTRATIONS

Trademark	Number	Issue Date	Place of Registration
ITI	1090201	05/02/78	USA
ITI (and Design)	770731	06/02/64	USA

RECORDED: 09/08/2004

RECORDED: 06/23/2006

TRADEMARK
REEL: 003045 FRAME: 0232
REEL: 003339 FRAME: 0498