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 0206 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: 22

Property Type	Number	Word Mark
Registration Number:	0703508	FIBERGLIDE
Registration Number:	2387011	FABROID
Registration Number:	1005036	FIBRILOID
Serial Number:	76576615	T PROGRESS THROUGH PRECISION
Registration Number:	3055993	RBC AEROSPACE BEARINGS
Registration Number:	0781731	DYNASPHERE
Registration Number:	1131200	UNIBAL
Registration Number:	0782796	UNIFLON
Registration Number:	1061529	UNIFLON
Registration Number:	1291853	HEIM
Registration Number:	2674316	QUICKTURN
Registration Number:	2394785	RBC

CH $565.00 0703508

Registration Number:	2634648	RBCROLLER
Registration Number:	2627914	SHIMPACK
Registration Number:	2638921	SPREADLOCK
Registration Number:	2642219	TANDEMROLLER
Registration Number:	2631053	CROSSLUBE
Registration Number:	2678676	DURALITE
Registration Number:	2387455	HEXLUBE
Registration Number:	2384769	PITCHLIGN
Registration Number:	2624337	QUADLUBE
Registration Number:	1562046	CAM CENTRIC

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//
Date:	06/26/2006

Total Attachments: 14

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Trademark Assignment Details

Reel/Frame: 3045/0206 **Received:** 09/13/2004 **Recorded:** 09/08/2004 **Pages:** 12
Conveyance: ASSIGNS THE ENTIRE INTEREST

Total properties: 27

1	**Serial #:** 72074359	**Filing Dt:** 05/25/1959	**Reg #:** 0703508	**Reg. Dt:** 08/30/1960
	Mark: FIBERGLIDE			
2	**Serial #:** 72187995	**Filing Dt:** 03/05/1964	**Reg #:** 0781731	**Reg. Dt:** 12/15/1964
	Mark: DYNASPHERE			
3	**Serial #:** 72193366	**Filing Dt:** 05/13/1964	**Reg #:** 0782796	**Reg. Dt:** 01/05/1965
	Mark: UNIFLON			
4	**Serial #:** 72193957	**Filing Dt:** 05/21/1964	**Reg #:** 0783990	**Reg. Dt:** 01/26/1965
	Mark: UNILINK			
5	**Serial #:** 72458657	**Filing Dt:** 05/29/1973	**Reg #:** 1005036	**Reg. Dt:** 02/18/1975
	Mark: FIBRILOID			
6	**Serial #:** 73056928	**Filing Dt:** 07/07/1975	**Reg #:** 1061529	**Reg. Dt:** 03/22/1977
	Mark: UNIFLON			
7	**Serial #:** 73168250	**Filing Dt:** 04/27/1978	**Reg #:** 1131200	**Reg. Dt:** 02/26/1980
	Mark: UNIBAL			
8	**Serial #:** 73398490	**Filing Dt:** 09/30/1982	**Reg #:** 1291853	**Reg. Dt:** 08/28/1984
	Mark: HEIM			
9	**Serial #:** 73754043	**Filing Dt:** 09/26/1988	**Reg #:** 1562046	**Reg. Dt:** 10/24/1989
	Mark: CAM CENTRIC			
10	**Serial #:** 75584084	**Filing Dt:** 11/05/1998	**Reg #:** 2387011	**Reg. Dt:** 09/19/2000
	Mark: FABROID			
11	**Serial #:** 75584093	**Filing Dt:** 11/05/1998	**Reg #:** 2394785	**Reg. Dt:** 10/17/2000
	Mark: RBC			
12	**Serial #:** 75584095	**Filing Dt:** 11/05/1998	**Reg #:** 2394786	**Reg. Dt:** 10/17/2000
	Mark: RBC BEARINGS			
13	**Serial #:** 75584096	**Filing Dt:** 11/05/1998	**Reg #:** 2384769	**Reg. Dt:** 09/12/2000
	Mark: PITCHLIGN			
14	**Serial #:** 75711686	**Filing Dt:** 05/21/1999	**Reg #:** 2387455	**Reg. Dt:** 09/19/2000
	Mark: HEXLUBE			
15	**Serial #:** 76049465	**Filing Dt:** 05/16/2000	**Reg #:** 2678676	**Reg. Dt:** 01/21/2003
	Mark: DURALITE			
16	**Serial #:** 76276499	**Filing Dt:** 06/27/2001	**Reg #:** 2627914	**Reg. Dt:** 10/01/2002
	Mark: SHIMPACK			
17	**Serial #:** 76276592	**Filing Dt:** 06/27/2001	**Reg #:** 2642219	**Reg. Dt:** 10/29/2002
	Mark: TANDEMROLLER			
18	**Serial #:** 76276593	**Filing Dt:** 06/27/2001	**Reg #:** 2634648	**Reg. Dt:** 10/15/2002

Mark: RBCROLLER

19	**Serial #:** 76276594	**Filing Dt:** 06/27/2001	**Reg #:** 2624337	**Reg. Dt:** 09/24/2002
	Mark: QUADLUBE			
20	**Serial #:** 76281616	**Filing Dt:** 07/09/2001	**Reg #:** 2634676	**Reg. Dt:** 10/15/2002
	Mark: ARZA SPORT			
21	**Serial #:** 76283441	**Filing Dt:** 07/11/2001	**Reg #:** 2631053	**Reg. Dt:** 10/08/2002
	Mark: CROSSLUBE			
22	**Serial #:** 76283448	**Filing Dt:** 07/11/2001	**Reg #:** 2638921	**Reg. Dt:** 10/22/2002
	Mark: SPREADLOCK			
23	**Serial #:** 76312287	**Filing Dt:** 09/14/2001	**Reg #:** 2674316	**Reg. Dt:** 01/14/2003
	Mark: QUICKTURN			
24	**Serial #:** 76576615	**Filing Dt:** 02/20/2004	**Reg #:** NONE	**Reg. Dt:**
	Mark: T PROGRESS THROUGH PRECISION			
25	**Serial #:** 76581770	**Filing Dt:** 03/18/2004	**Reg #:** NONE	**Reg. Dt:**
	Mark: RBC AEROSPACE BEARINGS			
26	**Serial #:** 90587687	**Filing Dt:**	**Reg #:** 0587687	**Reg. Dt:**
	Mark:			
27	**Serial #:** 90591094	**Filing Dt:**	**Reg #:** 0591094	**Reg. Dt:**
	Mark:			

Assignors

1 ROLLER BEARING COMPANY OF AMERICA, 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: 4/26/2005 5:58:05 P.M.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723
Web interface last modified: Oct. 5, 2002

09-13-2004

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

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U.S. DEPARTMENT OF COMMERCE
d States Patent and Trademark Office

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):

Roller Bearing Company of America, 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)

(Please see the attached list for the Application Numbers.)

B. Trademark Registration No.(s)

(Please see the attached list for the Registration Numbers.)

Additional sheet(s) attached? [x] Yes [ ] No

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

2384769

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: 28

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

- [ ] 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

09/20/2004 BBYRNE 00000033 2384769

01 FC:8521 K/DEPTS/CORP/ROLLER BEARIN 40.00 OP
02 FC:8522 675.00 OP

Continuation of Item 1

Recordation Form Cover Sheet: Trademarks

Continuation from Roller Bearing Company of America, Inc.

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

General Electric Capital Corporation, as SCIL Agent

ATL/1056534.1

Roller Bearing Company of America, Inc.

TRADEMARK REGISTRATIONS

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

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").

W I T N E S S E T H:

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. Bertrand
Title: VP + CFO

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

By: _____
Name: Daniel A. Bertrand
Title: VP + CFO

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

By: _____
Name: Daniel A. Bertrand
Title: VP + CFO

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

By: _____
Name: Daniel A. Bertrand
Title: VP + CFO

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

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

TYSON BEARING COMPANY, a Delaware corporation, as a Grantor

By: _____
Name: DANIEL A. 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:

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 Genda
Title: VP

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:
Title:

Acknowledged and Agreed:

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

By:_____
Name: Scott J. Lorimer
Title: Duly Authorized Signatory

Exhibit A

See Attached

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
(Roller Bearing Company of America, Inc.)

TRADEMARK REGISTRATIONS

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Pitchlign	2384769	09/12/00	USA
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Fabroid	2387011	09/19/00	USA
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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

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