

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:	Industrial Tectonics Bearings Corporation		
Street Address:	One Tribology Center		
City:	Oxford		
State/Country:	CONNECTICUT		
Postal Code:	06478		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1090201	ITI	
Registration Number:	770731	ITI	
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		
ATTORNEY DOCKET NUMBER:	31348.04000		
NAME OF SUBMITTER:	Timothy J. Connors		
Signature:	/TJC/		

CH \$65.00 1090201

Date:

07/10/2006

Total Attachments: 6

source=dxh7402#page1.tif

source=dxh7402#page2.tif

source=dxh7402#page3.tif

source=dxh7402#page4.tif

source=dxh7402#page5.tif

source=dxh7402#page6.tif

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

3. Nature of conveyance:

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

Execution Date: 6/26/2006

2. Name and address of receiving party(ies)

Name: Industrial Tectonics Bearings Corporation

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

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

A. Trademark Application No.(s) _____

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: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

9. Signature.

Timothy J. Connors

Name of Person Signing



Signature

July 10, 2006

Date

6

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 Industrial Tectonics Bearings Corporation, 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 002520, Frame 0763 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

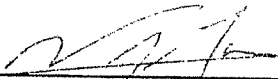
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for (i) past, present or future infringement or dilution of the Trademarks or of any trademark, trade names, trademark registrations, service marks, trade styles, terms, 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 Mehta
Title: As Duty Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark	Number	Issue Date	Place of Registration
ITI	1090201	05/02/78	USA
ITI (and Design)	770731	06/02/64	USA
ITI (and Design)	583392 (expired)	12/08/53	USA
Helisphere	741578	12/04/62	USA
Roll-Tact	838763 (expired)	11/14/67	USA
Kylosphere	873754 (expired)	07/29/69	USA
Poro-Finish	1446366 (cancelled)	07/07/87	USA
Poro (Pore)	1399354 (cancelled)	07/01/86	USA
ITI Mundo (and Design)	960817 (expired)	10/23/70	USA
Equafilm (Stylized Letters)	772227 (expired)	06/30/64	USA

NYK 772937-1 046750.0011