

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest (Trademarks)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Bearing Corporation		07/09/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keybank National Association		
<b>Street Address:</b>	44 High Street		
<b>City:</b>	West Nyack		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10994		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3162293	GBC	
Registration Number:	0829440	GBC	
Registration Number:	3162288	GENERAL BEARING CORPORATION	
Registration Number:	0322410	HYATT	
Registration Number:	1076300	THE GENERAL	
Registration Number:	1158822	THE GENERAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8002210770		
<b>Email:</b>	matthew.mayer@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

**CH \$165.00 3162293**

ATTORNEY DOCKET NUMBER:	CSC # 992370
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	07/11/2007
Total Attachments: 3 source=genbearng_keybank_tm6#page2.tif source=genbearng_keybank_tm6#page3.tif source=genbearng_keybank_tm6#page4.tif	

**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, **GENERAL BEARING COPORATION**, a Delaware corporation (the "*Grantor*"), is obligated to **KEYBANK NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, the "*Secured Party*") and the lenders from time to time party to the Amended and Restated Credit Agreement, dated as of July 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among the Grantor, such lenders and the Secured Party, and pursuant to which the Grantor has entered into the Amended and Restated Security Agreement, dated as of July 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the subsidiaries of Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

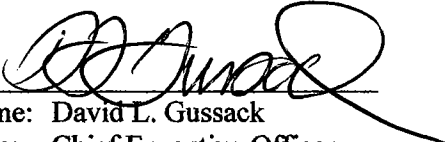
For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 44 High Street, West Nyack, New York 10994.

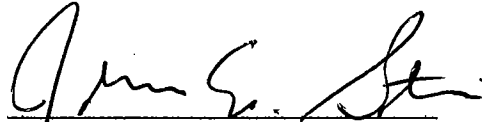
**IN WITNESS WHEREOF**, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 3<sup>rd</sup> day of July 2007.

**GENERAL BEARING CORPORATION**

By:   
Name: David L. Gussack  
Title: Chief Executive Officer

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF ROCKLAND    )

On the 3rd day of July in the year 2007 before me, the undersigned, personally appeared David L. Gussack, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

My Commission Expires:

7/20/2010

JOHN E. STEIN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02ST6010411  
QUALIFIED IN ROCKLAND COUNTY  
COMMISSION EXPIRES JULY 20, 2010

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**by General Bearing Corporation**  
**Dated as of July 9, 2007**

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>
GBC	72236084	3162293
GBC	78746537	829440
GENERAL BEARING CORPORATION	78746156	3162288
HYATT	71356192	322410
THE GENERAL	73114733	1076300
THE GENERAL AND DESIGN	73238481	1158822