

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bunting Bearings Corp.		05/04/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bearings Acquisition, LLC		
Street Address:	1001 Holland Park Boulevard		
City:	Holland		
State/Country:	OHIO		
Postal Code:	43528		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0507349	BUNTING	
Registration Number:	0521891	BUNTING	
Registration Number:	0709315	"LUBE-ALIGN"	
CORRESPONDENCE DATA			
Fax Number:	(813)229-1660		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813-229-7600		
Email:	ttimmerman@slk-law.com		
Correspondent Name:	J. Todd Timmerman		
Address Line 1:	101 East Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	J. Todd Timmerman		
Signature:	/J. Todd Timmerman/		
Date:	03/10/2008		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of the 4th day of May, 2004, by **BUNTING BEARINGS CORP.**, a Delaware corporation ("Assignor"), to **BEARINGS ACQUISITION, LLC**, an Ohio limited liability company ("Assignee"), having an address of 1001 Holland Park Boulevard, Holland, Ohio 43528.

WITNESSETH:

WHEREAS, as of the date of this Assignment, Assignor is using or has used and is the sole owner of all right, title, and interest in and to the trademarks listed in Schedule 1 attached hereto (the "Marks");

WHEREAS, Assignee desires to acquire the entire interest of Assignor in and to the Marks;
and

WHEREAS, Assignor has agreed to sell, assign, and transfer to Assignee all right, title, and interest of Assignor in and to the Marks, including all derivatives thereof, all trademark applications therefor, and registrations thereof, and all goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises, a valuable sum in dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, absolutely and forever, all of its right, title, and interest, whether statutory or at common law, in and to the Marks throughout the world, together with the goodwill of the business symbolized by the Marks and all registrations and recordings of and pending applications relating to the Marks and all renewals thereof owned by Assignor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign jurisdiction (the "Registrations").

At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee or other parties designated by Assignee, at no cost or expense to Assignee, any new, additional, or confirmatory instruments and any other documents and perform all acts that may be necessary or desirable to effect the conveyance contemplated by this Assignment, to enable Assignee to register this Assignment in each of the jurisdictions where the Marks have been registered, and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant to this Assignment and to accomplish the intent and purpose of this Assignment.

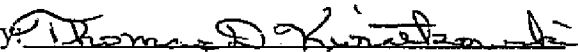
Assignor agrees that it shall hereafter refrain from using the Marks or any confusingly similar marks, logos, or names in the conduct of business and hereby represents and warrants to Assignee that (i) Assignor is currently the record owner of the Registrations and (ii) the Mark and the Registration are free and clear of any and all liens, encumbrances, or security interests.

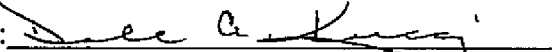
This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Assignor and Assignee. This Assignment shall be governed in its construction, interpretation, and performance by the laws of the United States of America.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date and year first above stated.

BUNTING BEARINGS CORP.

BEARINGS ACQUISITION, LLC

By: 
Thomas D. Kwiatkowski, President

By: 
Dale A. Kucaj, Treasurer

SCHEDULE 1

Marks

BUNTING
LUBE-ALIGN

Registrations

United States Registration No. 507,349 (BUNTING)
United States Registration No. 521,891 (BUNTING)
United States Registration No. 709,315 (LUBE-ALIGN)
Canadian Registration No. UCA00854 (BUNTING)