

AUG-07-2009 11:34  
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TO:MASSIMO CAPRETTA, ESQ. COMPANY:4900 KEY TOWER, 127 PUBLIC SQUARE

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.108/06/2009  
900140365

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>RBC Bearings Incorporated</td> <td></td> <td>07/27/2009</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	RBC Bearings Incorporated		07/27/2009	CORPORATION: DELAWARE					
Name	Formerly	Execution Date	Entity Type										
RBC Bearings Incorporated		07/27/2009	CORPORATION: DELAWARE										
RECEIVING PARTY DATA													
Name:	KeyBank National Association												
Street Address:	127 Public Square												
City:	Cleveland												
State/Country:	OHIO												
Postal Code:	44114												
Entity Type:	national banking association: USA												
PROPERTY NUMBERS Total: 3													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3428333</td> <td>EVERGLIDE T-BALL</td> </tr> <tr> <td>Registration Number:</td> <td>3537102</td> <td>500 SERIES</td> </tr> <tr> <td>Registration Number:</td> <td>3208090</td> <td>SPHERCO</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3428333	EVERGLIDE T-BALL	Registration Number:	3537102	500 SERIES	Registration Number:	3208090	SPHERCO	
Property Type	Number	Word Mark											
Registration Number:	3428333	EVERGLIDE T-BALL											
Registration Number:	3537102	500 SERIES											
Registration Number:	3208090	SPHERCO											
CORRESPONDENCE DATA													
Fax Number:	(216)479-8780												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	2164798486												
Email:	trademark@ssd.com												
Correspondent Name:	Massimo Capretta, Esq.												
Address Line 1:	4900 Key Tower, 127 Public Square												
Address Line 4:	Cleveland, OHIO 44114												
ATTORNEY DOCKET NUMBER:	020687.37												
NAME OF SUBMITTER:	Massimo Capretta, Esq.												
Signature:	/massimo capretta/												

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CH \$90.00

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Date:

08/06/2009

**Total Attachments: 7**

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TO: MASSIMO CAPRETTA, ESQ. COMPANY: 4900 KEY TOWER, 127 PUBLIC SQUARE

**SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT** ("Supplement No. 1") is made as of July 27, 2009, by KEYBANK NATIONAL ASSOCIATION, a national banking association ("KeyBank"), as Administrative Agent (as defined below).

**RECITALS**

A. Pursuant to the Trademark Security Agreement, dated as of June 26, 2006 (as heretofore amended, supplemented or otherwise modified, the "Security Agreement"), by RBC Bearings Incorporated, a Delaware corporation (the "Grantor") in favor of KeyBank, as administrative agent (the "Administrative Agent"), the Grantor has granted a security interest to the Administrative Agent for the benefit of certain Secured Parties described therein, in its Trademarks and other Trademark Collateral (as each such term is defined in the Security Agreement) existing from time to time.

B. Pursuant to Section 3 of the Security Agreement, the Administrative Agent is permitted to amend Exhibit A to the Security Agreement to include any new trademark or trademark application that becomes part of the Trademark Collateral, without the consent of the Grantor.


C. The Grantor has advised the Administrative Agent that it has obtained an ownership interest in new Trademark Collateral including new trademarks or trademark applications.

**NOW THEREFORE**, the Security Agreement is hereby supplemented as follows:

1. Exhibit A to the Security Agreement is hereby supplemented (but not replaced) with the attached Exhibit A.
2. Except as expressly modified herein, all the terms and provisions of the Security Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Administrative Agent has executed this Supplement No. 1 on the date first written above.

**KEYBANK NATIONAL ASSOCIATION**, as  
Administrative Agent

By:   
Name: Suzannah Harris  
Title: Vice President

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EXHIBIT ANEW TRADEMARKS

Country	Mark	Registration No.	Registration Date
United States	EVERGLIDE T-BALL	3428333	5/13/2008
United States	500 SERIES	3537102	11/25/2008
United States	SPHERCO	3208090	2/13/2007

NEW TRADEMARK APPLICATIONS

Registration No.                      Country                      Title                      Application Date

None.

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TO: MASSIMO CAPRETTA, ESQ. COMPANY: 4900 KEY TOWER, 127 PUBLIC SQUARE

EXECUTION VERSION

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 26, 2006, by RBC BEARINGS INCORPORATED, a Delaware corporation (the "Grantor") in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, having an office at 127 Public Square, Cleveland, Ohio 44114 ("KeyBank"), as Administrative Agent.

**RECITALS**

A. The Grantor is the owner of certain Trademark Collateral (as defined below).

B. Pursuant to that certain Credit Agreement dated as of June 26, 2006 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among Roller Bearing Company of America, Inc., a Delaware corporation (the "Borrower"), RBC Bearings Incorporated, a Delaware corporation ("Holdings"), certain lending institutions which are signatories thereto (the "Lenders"), and KeyBank, as administrative agent (the "Administrative Agent"), upon the satisfaction of certain terms and conditions contained therein, the Lenders will make certain advances and other financial accommodations available to the Borrower.

C. The Grantor has entered into that certain Security Agreement, dated as of June 26, 2006 (as from time to time amended, modified or supplemented, the "Security Agreement"), among the Grantor, Holdings and certain corporate subsidiaries of Holdings, and the Administrative Agent, whereby the Grantor has granted to the Administrative Agent, for the benefit of itself, the Lenders and the LC Issuer (the "Secured Parties"), a security interest in all of its right, title and interest in and to all of its personal property and assets as security for the Secured Obligations (as defined therein).

D. The Grantor has agreed to deliver to the Administrative Agent this Agreement to more fully secure and perfect the Administrative Agent's security interest.

E. Capitalized terms used herein but not otherwise defined have the meanings attributed to them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement but defined in the Article 9 of the New York Uniform Commercial Code (the "UCC") are used herein as defined therein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Grantor hereby:

1. Grants to the Administrative Agent for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest in all of the Grantor's right, title and interest in and to the following (except to the extent forbidden by, and, in any case subject to any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by the Grantor, and whether now or hereafter existing (the "Trademark Collateral"): all trade names, trademarks and service marks, logos, trademark and service mark

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registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark (the "Trademarks"), including, without limitation, those items listed in Exhibit A hereto. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable, or would be cancelled, by reason of it being included as part of the Trademark Collateral.

2. Authorizes and requests the Commissioner of Patents and Trademarks Office of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by the Grantor after the date hereof.

3. Agrees that, should the Grantor obtain an ownership interest in any new Trademark Collateral, including any new Trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such Trademark registration or application, will automatically become part of the Trademark Collateral. The Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, upon the Administrative Agent's reasonable request from time to time, setting forth each new Trademark application or registration that the Grantor has filed, acquired, created or otherwise obtained since the Closing Date. The Grantor authorizes the Administrative Agent to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any new Trademark registration or application which becomes part of the Trademark Collateral.

4. Authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

5. The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

6. If any provision of this Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

[Signatures Follow on Next Page]

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

RBC BEARINGS INCORPORATED

  
By: DANIELA BERBERON  
Title: CFO, VP

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut  
COUNTY OF New Haven

)  
)  
) SS:

On this, the 23<sup>rd</sup> day of JUNE, 2006, before me personally came DANIEL A. BERGERON, to me known, who, being duly sworn, did depose and state that [he/she] is the CEO, NP of RBC Bearings Incorporated, the company described in and which executed the above instrument; and that [he/she] signed [his/her] name thereto by order of the Board of Directors of said company.

Starla Todd  
Notary Public

[SEAL]

My commission expires: 9-30-06

**STARLA TODD**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES SEP. 30, 2009



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EXHIBIT ATRADEMARKS

None.

TRADEMARK APPLICATIONS

File No. Country	Mark	Application No. Filing Date	Registration No. Registration Date	Owner
1001-0038 United States	400 SERIES	78/745,159 11/2/2005		RBC Bearings Incorporated
1001-0039 United States	600 SERIES	78/745,178 11/2/2005		RBC Bearings Incorporated
1001-0040 United States	3000 SERIES	78/745,182 11/2/2005		RBC Bearings Incorporated
1001-0042 United States	EVERGLIDE T-BALL	78/748,501 11/7/2005		RBC Bearings Incorporated
1001-0044 United States	NICE	78/750,970 11/10/2005		RBC Bearings Incorporated
1001-0047 United States	500 SERIES	78/754,811 11/16/2005		RBC Bearings Incorporated
1001-0048 United States	5000 SERIES	78/754,833 11/16/2005		RBC Bearings Incorporated
1001-0049 United States	6900 SERIES	78/754,907 11/16/2005		RBC Bearings Incorporated
1001-0050 United States	7500 SERIES	78/754,876 11/16/2005		RBC Bearings Incorporated
1001-0051 United States	7600 SERIES	78/754,894 11/16/2005		RBC Bearings Incorporated

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