

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Schaeffler Group USA Inc.		11/20/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Royal Bank of Scotland PLC
Street Address:	135 Bishopsgate
Internal Address:	Syndicated Loans Agency, Level 5
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 3UR
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2482859	I INA A

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-903-9000
 Email: john.flynn@federalresearch.com
 Correspondent Name: Linklaters LLP
 Address Line 1: 1345 Avenue of the Americas
 Address Line 2: Attn: Shauin Wang
 Address Line 4: New York, NEW YORK 10105

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:

900148406

**TRADEMARK
 REEL: 004101 FRAME: 0965**

CH \$40.00 2482859

Address Line 4:

NAME OF SUBMITTER:

John Flynn

Signature:

/JF/

Date:

11/24/2009

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 20, 2009 between **SCHAEFFLER GROUP USA INC.** a Delaware corporation, (the "**Grantor**"), and **THE ROYAL BANK OF SCOTLAND PLC** as Security Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the "**Security Agent**").

RECITALS:

- (A) The Grantor is party to a Pledge and Security Agreement, dated as of November 20, 2009, in favor of the Security Agent (as it may from time to time be amended, modified or supplemented, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (B) In consideration of the mutual conditions and agreements set forth in the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"**Intellectual Property Collateral**" means the Grantor's right, title and interest in, to and under:

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Security Agent for the benefit of the Secured Parties and securing the Secured Obligations, will be a "first" priority security interest in the Collateral, junior to no other security interest, except for liens arising by operation of law or permitted under the Finance Documents.

Section 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

Section 5 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6 Governing Law


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

In witness whereof, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

SCHAEFFLER GROUP USA INC., as Grantor

By:


Name: STEVEN L. CROW
Title: SECRETARY

Signature Page to Intellectual Property Security Agreement

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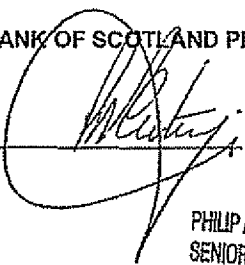
ACCEPTED AND AGREED:

THE ROYAL BANK OF SCOTLAND PLC, as Security Agent

By: _____

Name:

Title:



PHILIP A. PENTNEY
SENIOR DIRECTOR
HEAD OF SYNDICATED LOANS AGENCY

Signature Page to Intellectual Property Security Agreement

TRADEMARK

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**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS**

None.

**SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENT REGISTRATIONS**

None.

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Trademark	Reg. No.	Date
INA Logo (old)	2482859	August 28, 2001

(B) TRADEMARK APPLICATIONS

N/A

(C) TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

N/A