

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SKF Polyseal Inc.		12/18/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SKF USA Inc.
Street Address:	890 Forty Foot Road
Internal Address:	PO Box 332
City:	Kulpsville
State/Country:	PENNSYLVANIA
Postal Code:	19443-0332
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1907983	BUFFER SEAL
Registration Number:	1907984	CAPPED T-SEAL
Registration Number:	1138760	CROWN SEAL
Registration Number:	1154873	FLUOROTREL
Registration Number:	1205442	LUBRITHANE
Registration Number:	3026804	MPI
Registration Number:	3010780	MPI
Registration Number:	1161910	POLY TRI-SEAL
Registration Number:	1150423	POLY-VI SEALS
Registration Number:	1911404	S E A L L O Y
Registration Number:	2527021	SPECTRALOY
Registration Number:	1799349	SPECTRASEAL

OP \$340.00 1907983

Registration Number:

1967855

TEFLATHANE

CORRESPONDENCE DATA

Fax Number: (215)689-4602

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215.981.4547

Email: leonardm@pepperlaw.com

Correspondent Name: Michael J. Leonard

Address Line 1: Eighteenth & Arch Streets

Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:

48754.220

NAME OF SUBMITTER:

Michael J. Leonard

Signature:

/michael leonard/

Date:

01/25/2010

Total Attachments: 12

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"SKF POLYSEAL INC.", A DELAWARE CORPORATION,
WITH AND INTO "SKF USA INC." UNDER THE NAME OF "SKF USA INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF DECEMBER, A.D. 2009, AT 1:49 O'CLOCK P.M.

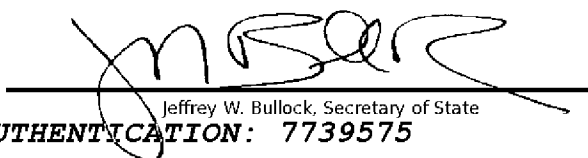
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF JANUARY, A.D. 2010, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0329430 8100M

091150256




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7739575

DATE: 01-05-10

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 004136 FRAME: 0630

**CERTIFICATE OF OWNERSHIP AND MERGER
MERCING
SKF POLYSEAL INC.
INTO
SKF USA INC.
(Pursuant to Section 253 of the
Delaware General Corporation Law)**

SKF USA INC., a Delaware corporation (the "Corporation"), does hereby certify to the following facts relating to the merger (the "Merger") of SKF POLYSEAL INC., a Delaware corporation ("Polyseal"), with and into the Corporation, with the Corporation remaining as the surviving corporation under the name of SKF USA INC.

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
SKF USA INC.	Delaware
SKF POLYSEAL INC.	Delaware

SECOND: The Corporation owns all of the outstanding shares of each class of capital stock of Polyseal.

THIRD: This Certificate of Merger shall be effective at 12:01 a.m. on January 1, 2010.

FOURTH: The Board of Directors of the Corporation (the "Board"), by the following resolutions duly adopted on December 18, 2009, determined to merge Polyseal with and into the Corporation pursuant to Section 253 of the Delaware General Corporation Law ("DGCL"):

WHEREAS, the Corporation is the owner of all issued and outstanding shares of capital stock of Polyseal; and

WHEREAS, the Corporation desires to merge Polyseal with and into the Corporation whereby the Corporation will continue as the surviving entity pursuant to Section 253 of the DGCL and an Agreement and Plan of Merger in substantially the form attached hereto as Exhibit A ("Agreement and Plan of Merger").

NOW, THEREFORE, BE IT RESOLVED, that the Board has determined that it is advisable and in the best interests of the Corporation and Polyseal that Polyseal be merged with and into the Corporation (the "Merger") pursuant to the Agreement and Plan of Merger; and be it

FURTHER RESOLVED, that the Merger shall occur on January 1, 2010; and be it

FURTHER RESOLVED, that the Merger and the terms and conditions of the Agreement and Plan of Merger, be, and they hereby are, adopted and approved in all respects by the Board; and be it

FURTHER RESOLVED, that the Corporation shall be authorized to enter into and perform its obligations under the Agreement and Plan of Merger and each document, certificate and instrument required by any of the Agreement and Plan of Merger, the DGCL, or any other applicable laws to effect the Merger; and be it

FURTHER RESOLVED, that each of the officers of the Corporation (each an "Authorized Officer") be, and each of them hereby is, authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation, the Agreement and Plan of Merger; and be it

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to execute and certify a Certificate of Ownership of Merger, and to cause the same to be filed with the Delaware Secretary of State and to do all acts and things, whatsoever, whether within or without the State of Delaware, which may be in any way necessary or appropriate to effect said Merger; and be it

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered to execute all such additional instruments and documents in the name and on behalf of the Corporation and to affix the seal of the Corporation to any document described in these resolutions or to any such additional instrument or document and to attest to such seal, to effectuate these resolutions, and to pay all such costs and expenses as in his judgment shall be necessary, proper or advisable in order to carry out the intent and accomplish the purposes of these resolutions, and to take all such further action as shall, in his judgment, be necessary or appropriate in order to carry out the intent and accomplish the purposes of these preambles and resolutions, the approval thereof to be conclusively evidenced by the taking of such action; and be it

FURTHER RESOLVED, that all actions previously taken by any director, officer, employee or agent of the Corporation in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing preambles and resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Corporation; and be it

FURTHER RESOLVED, that this written consent may be executed in one or more counterparts, each of which shall be deemed an original (whether delivered electronically or otherwise) and all of which together shall constitute one and the same written consent.

FIFTH: The Corporation shall be the surviving corporation of the Merger.

SIXTH: The certificate of incorporation of the Corporation as in effect immediately prior to the effective time of the Merger shall be the certificate of incorporation of the surviving corporation.

[Signature page follows]

IN WITNESS WHEREOF, SKF USA Inc., a Delaware corporation, has caused
this Certificate to be signed by its duly authorized officer as of December 18, 2009.

SKF USA INC.

By: Timothy D. Gifford
Name: Timothy D. Gifford
Title: Vice President, General Counsel
and Secretary

EXHIBIT A

Agreement and Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

MERGING

SKF POLYSEAL INC.

INTO

SKF USA INC.

dated as of December 18, 2009

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made this 18th day of December, 2009 by and between SKF Polyseal Inc., a Delaware corporation ("Polyseal"), and SKF USA Inc., a Delaware corporation ("SKF").

RECITALS

WHEREAS, Polyseal is a wholly-owned subsidiary of SKF and SKF owns (i) 1,000 shares of Polyseal Class A common stock, no par value, (ii) 161,854.64 shares of Polyseal Class C common stock, no par value and (iii) 22,449.95 shares of Polyseal Class D common stock, no par value which collectively comprises all the issued and outstanding capital stock of Polyseal;

WHEREAS, the board of directors of SKF deems it advisable and in the best interests of Polyseal to merge with and into SKF (the "Merger") upon the terms and conditions set forth herein; and

WHEREAS, the board of directors of SKF has approved this Agreement and has approved and declared the Merger, on the terms and conditions set forth in this Agreement and in accordance with the Delaware General Corporation Law ("DGCL"), advisable and fair to, and in the best interests of, Polyseal and SKF, and Polyseal and SKF desire to provide for the consummation of the Merger and the other transactions contemplated hereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

1. Merger. Upon the terms and subject to the conditions of this Agreement and in accordance with Section 253 of the DGCL, Polyseal shall be merged with and into SKF at the Effective Time.

2. Effective Time. The Merger shall become effective at 12:01 a.m. on January 1, 2010 (the "Effective Time").

3. Effect of Merger. At the Effective Time, the separate legal existence of Polyseal shall cease (except as provided in paragraph 8, below) and SKF shall be the surviving entity. The consummation of the Merger shall have the effects set forth in this Agreement and the applicable provisions of the DGCL with respect to a merger of a Delaware corporation with and into a Delaware corporation such that, among other things, SKF, as the surviving entity, shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of Polyseal, and all obligations belonging to or due to Polyseal, all of which are vested in SKF, as the surviving entity, without further act or deed. Title to any real estate or any interest in the real estate vested in Polyseal shall not revert or in any way be impaired by reason of the Merger.

4. Treatment of Shares and Interests. As of the Effective Time, by virtue of the Merger and without any action on the part of Polyseal or SKF or the equity holders thereof, respectively, the issued shares and treasury shares of Polyseal shall be cancelled and cease to exist and no cash or other consideration shall be delivered in exchange therefor. The shares of

SKF, as the surviving entity, shall remain unchanged, such that all issued and outstanding shares of SKF shall remain issued and outstanding and all other authorized shares shall remain authorized but unissued.

5. Certificate of Incorporation; Bylaws. At the Effective Time, the certificate of incorporation and the bylaws of SKF in effect immediately prior to the Effective Time shall be the certificate of incorporation and the bylaws, respectively, of SKF, as the surviving entity, until thereafter changed or amended as provided therein or by applicable law.

6. Board of Directors. Immediately after the Effective Time, the board of directors of SKF in office immediately prior to the Effective Time shall be the directors of SKF, as the surviving entity, each serving as a director until such person's successor is appointed and qualified or until such person's earlier death, resignation or removal.

7. Officers. Immediately after the Effective Time, the officers of SKF in office immediately prior to the Effective Time shall be the officers (holding the same titles and positions) of SKF, as the surviving entity, each serving in such position until such person's successor is appointed and qualified or until such person's earlier death, resignation or removal.

8. Further Assurances of Title. At the Effective Time, the separate existence of Polyseal shall cease, except that whenever a conveyance, assignment, transfer, deed or other instrument or act is necessary to vest property or rights in SKF, as the surviving entity, the officers or other authorized representatives of Polyseal shall execute, acknowledge, and deliver those instruments and do those acts. For these purposes, the existence of Polyseal and the authority of their respective officers, directors or other authorized representatives is continued notwithstanding the Merger.

9. Location of Principal Office. The location of the principal office of SKF is 890 Forty Foot Road, Kulpsville, Pennsylvania 19443-0332.

10. Service of Process. SKF consents to be sued and served with process in Delaware and the irrevocable appointment of the Delaware Secretary of State as its agent to accept service of process in any proceeding in Delaware to enforce against SKF any obligation of Polyseal or to enforce the rights of a dissenting stockholder of Polyseal.

11. Termination. This Agreement may be terminated and the Merger abandoned by either party hereto at any time prior to the Effective Time.

12. Amendment and Modification. This Agreement may be amended at any time prior to the Effective Time pursuant to an instrument in writing signed by all of the parties hereto in a manner not inconsistent with the DGCL.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable conflict or choice of law rules.

14. Severability. If any term or provision of this Agreement is invalid or unenforceable, all other terms and provisions of this Agreement shall nevertheless remain in full

force and effect and such invalidity or unenforceability shall not affect the validity or enforceability of the other terms and provisions.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original (whether delivered electronically or otherwise) and all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.

SKF POLYSEAL INC.

By: 

Name: Ronald W. Zitting
Title: President

SKF USA INC.

By: _____

Name: Timothy D. Gifford
Title: Vice President, General Counsel and Secretary

[Signature Page to SKF/Polyseal Agreement and Plan of Merger]

TRADEMARK
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IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.


SKF POLYSEAL INC.

By: _____

Name: Ronald W. Zitting
Title: President

SKF USA INC.

By: _____


Name: Timothy D. Gifford
Title: Vice President, General Counsel and Secretary

[Signature Page to SKF/Polyseal Agreement and Plan of Merger]