

O:JEAN PATERSON COMPANY:1090 VERMONT AVENUE, NW SUITE 430

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/08/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Grant of Security Interest
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL BEARING CORPORATION		07/06/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	AMALGAMATED BANK, as Administrative Agent
Street Address:	275 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Association: New York

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78901632	OMNITRACK
Serial Number:	78746537	GBC
Serial Number:	78746156	GENERAL BEARING CORPORATION
Serial Number:	73238481	THE GENERAL
Serial Number:	73114733	THE GENERAL
Serial Number:	72277161	GENBEARCO
Serial Number:	72236084	GBC
Serial Number:	71356192	HYATT

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2024083121 x2348
 Email: lnuckolls@cscinfo.com
 Correspondent Name: Jean Paterson

CH \$215.00 78901632

O:JEAN PATERSON COMPANY:1090 VERMONT AVENUE, NW SUITE 430

Address Line 1:	1090 Vermont Avenue, NW Suite 430
Address Line 2:	Corporation Service Company
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	440748
NAME OF SUBMITTER:	Timothy Nuckolls
Signature:	/Timothy Nuckolls/
Date:	07/08/2010
Total Attachments: 4 source=07-08-10 GENERAL BEARING#page1.tif source=07-08-10 GENERAL BEARING#page2.tif source=07-08-10 GENERAL BEARING#page3.tif source=07-08-10 GENERAL BEARING#page4.tif	

O; JEAN PATERSON COMPANY: 1090 VERMONT AVENUE, NW SUITE 430

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **GENERAL BEARING CORPORATION**, a Delaware corporation (the "*Grantor*"), is obligated to **AMALGAMATED BANK**, as Administrative Agent (in such capacity, the "*Secured Party*") and the lenders from time to time party to the Credit Agreement, dated as of July 6, 2010 (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 Security Agreement, dated as of July 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the subsidiaries and affiliates 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, or have applications for registration pending, 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: 275 Seventh Avenue, New York, New York 10001.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 6th day of July 2010.

GENERAL BEARING CORPORATION

By: 
Name: David L. Gussack
Title: CEO

O:JEAN PATERSON COMPANY:1090 VERMONT AVENUE, NW SUITE 430

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

On the 1ST day of July in the year 2010 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.

Mary Ellen Palazzola
Notary Public

My Commission Expires:
4/24/2014

MARY ELLEN PALAZZOLA
Notary Public, State of New York
Registration #01PA8040718
Qualified in Rockland County
My Commission Expires 4/24/2014

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Schedule 1
to
Grant of Security Interest (Trademarks)
by General Bearing Corporation
Dated as of July 6, 2010

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>
Omnitrack	78901632	3376050
GBC	78746537	3162293
General Bearing Corporation	78746156	3162288
The General	73238481	1158822
The General	73114733	1076300
Genbearco	72277161	0870831
GBC	72236084	0829440
Hyatt	71356192	0322410