

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RBC Bearings Incorporated		11/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78535213	1600 SERIES
Serial Number:	78745182	3000 SERIES
Serial Number:	78745159	400 SERIES
Serial Number:	78754811	500 SERIES
Serial Number:	78754833	5000 SERIES
Serial Number:	78745178	600 SERIES
Serial Number:	78754907	6900 SERIES
Serial Number:	78754876	7500 SERIES
Serial Number:	78754894	7600 SERIES
Registration Number:	3428333	EVERGLIDE T-BALL
Registration Number:	3208090	SPHERCO
Registration Number:	3756199	THERMALOID

CORRESPONDENCE DATA

900176594

**TRADEMARK
 REEL: 004422 FRAME: 0979**

CH \$315.00 78535213

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ATTORNEY DOCKET NUMBER:	36084-37410
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/30/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 30, 2010, by RBC BEARINGS INCORPORATED, a Delaware corporation (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., a national banking association, having an office at 10 South Dearborn Street, Chicago, Illinois 60603 ("JPMCB"), 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 November 30, 2010 (as from time to time amended, restated, supplemented or otherwise modified, 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 JPMCB (in such capacity, the "Administrative Agent"), upon the satisfaction of certain terms and conditions contained therein, the Lenders and JPMCB (in such capacity, the "LC Issuer") will make certain advances and other financial accommodations available to the Borrower and the other Obligors, as applicable (as defined in the Security Agreement).
- C. The Grantor has entered into that certain Security Agreement, dated as of November 30, 2010 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), among the Borrower, 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, the LC Issuer and the other holders of the Secured Obligations (as defined therein) (the "Secured Creditors"), 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.
- 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 or Security Agreement. Terms not otherwise defined herein or in the Credit Agreement or Security 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 agrees as follows:

1. The Grantor grants to the Administrative Agent for the benefit of the Secured Creditors, 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 registrations, and applications for trademark and service mark registrations of Grantor, 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, together, in each case, with the 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 or the grant of a security interest in or Lien on such Trademark Collateral.

2. The Grantor authorizes and requests the Commissioner for Trademarks 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. The Grantor 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 United States 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. 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, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby under United States law or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral under United States law.

5. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and the termination or expiration of any commitments to extend credit under the Credit Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

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]

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: Daniel A. Bergeron
Title: Vice President, CFO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut
COUNTY OF New Haven

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) SS:
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On this, the 19^m day of November, 2010, before me personally came Daniel A. Bergeron, to me known, who, being duly sworn, did depose and state that he is the Vice President, CFO of RBC BEARINGS INCORPORATED, the company described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said company.

Starla Todd

Notary Public

My commission expires:

Starla Todd Notary Public, State of Connecticut My Commission Expires Sept. 30, 2011

[SEAL]

EXHIBIT A

U.S. Trademark Registrations and Applications

Mark	Status	Ser. No./ Reg. No.	Filing Date/ Reg. Date
1600 SERIES	Pending	78/535213	12/20/2004
3000 SERIES	Pending	78/745182	11/2/2005
400 SERIES	Pending	78/745159	11/2/2005
500 SERIES	Pending	78/754811	11/16/2005
5000 SERIES	Pending	78/754833	11/16/2005
600 SERIES	Pending	78/745178	11/2/2005
6900 SERIES	Pending	78/754907	11/16/2005
7500 SERIES	Pending	78/754876	11/16/2005
7600 SERIES	Pending	78/754894	11/16/2005
EVERGLIDE TBALL	Registered	3428333	5/13/2008
SPHERCO	Registered	3208090	2/13/2007
THERMALOID	Registered	3756199	3/2/2010