

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
Roller Bearing Company of America, Inc.		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: 34

Property Type	Number	Word Mark
Serial Number:	78664362	1621
Serial Number:	78664347	1630
Serial Number:	78664336	1635
Serial Number:	78664533	1641
Registration Number:	2645851	AEROCRES
Registration Number:	2965723	ALLIED DEVICES
Registration Number:	2631053	CROSSLUBE
Registration Number:	0781731	DYNASPHERE
Registration Number:	2387011	FABROID
Registration Number:	0703508	FIBERGLIDE
Registration Number:	1005036	FIBRILOID
Registration Number:	1291853	HEIM
Registration Number:	2387455	HEXLUBE
Registration Number:	2634679	IMPACTTUFF

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Registration Number:	3323990	NICE
Registration Number:	1717459	PIC
Registration Number:	1557601	PIC DESIGN
Registration Number:	1502802	PIC DESIGN
Registration Number:	2384769	PITCHLIGN
Registration Number:	2624337	QUADLUBE
Registration Number:	2394785	RBC
Registration Number:	3055993	RBC AEROSPACE BEARINGS
Registration Number:	2394786	RBC BEARINGS
Registration Number:	2634648	RBCROLLER
Registration Number:	2627914	SHIMPACK
Registration Number:	3787738	SIMPLEX
Registration Number:	2638921	SPREADLOCK
Registration Number:	3795883	T PROGRESS THROUGH PRECISION
Registration Number:	2642219	TANDEMROLLER
Serial Number:	77057308	THERMAL-COMP
Registration Number:	2806041	TYSON
Registration Number:	1131200	UNIBAL
Registration Number:	0782796	UNIFLON
Registration Number:	1061529	UNIFLON

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

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

Total Attachments: 6

TRADEMARK
REEL: 004423 FRAME: 0011

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 30, 2010, by ROLLER BEARING COMPANY OF AMERICA, INC., 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.

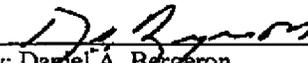
5. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and the termination or expiration of any commitments to extend credit under the 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.

ROLLER BEARING COMPANY OF
AMERICA, INC.


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 19th 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 ROLLER BEARING COMPANY OF AMERICA, INC., 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.

Stark Todd

Notary Public

My commission expires

Stark Todd Notary Public, State of Connecticut My Commission Expires Sept. 30, 2011
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[SEAL]

EXHIBIT A

U.S. Trademark Registrations and Applications

Mark	Status	Ser. No./ Reg. No.	Filing Date/ Reg. Date
1621	Pending	78/664362	7/6/2005
1630	Pending	78/664347	7/6/2005
1635	Pending	78/664336	7/6/2005
1641	Pending	78/664533	7/6/2005
AEROCRES	Registered	2645851	11/5/2002
ALLIED DEVICES	Registered	2965723	7/12/2005
CROSSLUBE	Registered	2631053	10/8/2002
DYNASPHERE	Registered	781731	12/15/1964
FABROID	Registered	2387011	9/19/2000
FIBERGLIDE	Registered	703508	8/30/1960
FIBRILOID	Registered	1005036	2/18/1975
HEIM	Registered	1291853	8/28/1984
HEXLUBE	Registered	2387455	9/19/2000
IMPACTTUFF	Registered	2634679	10/15/2002
NICE	Registered	3323990	10/30/2007
PIC	Registered	1717459	9/22/1992
PIC DESIGN	Registered	1557601	9/26/1989
PIC DESIGN (word mark)	Registered	1502802	9/6/1988
PITHLIGN	Registered	2384769	9/12/2000
QUADLUBE	Registered	2624337	9/24/2002
RBC	Registered	2394785	10/17/2000
RBC AEROSPACE BEARINGS (STYLIZED)	Registered	3055993	1/31/2006
RBC BEARINGS	Registered	2394786	10/17/2000
RBCROLLER	Registered	2634648	10/15/2002
SHIMPACK	Registered	2627914	10/1/2002
SIMPLEX	Registered	3787738	5/11/2010
SPREADLOCK	Registered	2638921	10/22/2002
T PROGRESS THROUGH PRECISION AND DESIGN	Registered	3795883	6/1/2010
TANDEMROLLER	Registered	2642219	10/29/2002

Mark	Status	Ser. No./ Reg. No.	Filing Date/ Reg. Date
THERMAL-COMP	Pending	77/057308	12/5/2006
TYSON	Registered	2806041	1/20/2004
UNIBAL	Registered	1131200	2/26/1980
UNIFLON	Registered	782796	1/5/1965
UNIFLON	Registered	1061529	3/22/1977