#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
	DELEASE DAGGERANDED DARTY

#### NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly Execution Date Entity Type		
KEYBANK NATIONAL ASSOCIATION		11/30/2010	NATIONAL BANKING ASSOCIATION: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	RBC BEARINGS INCORPORATED	
Street Address:	One Tribology Center	
Internal Address:	102 Willenbrock Road	
City:	Oxford	
State/Country:	CONNECTICUT	
Postal Code:	06478	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	78748501	EVERGLIDE T-BALL	
Serial Number:	78754811	500 SERIES	
Serial Number:	78809623	SPHERCO	

#### **CORRESPONDENCE DATA**

Fax Number: (312)862-2200

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

Phone: 3128623312

Email: patrick.lau@kirkland.com Kirkland & Ellis LLP Correspondent Name: Address Line 1: 300 North LaSalle

Address Line 2: c/o Patrick Lau, Legal Assistant Chicago, ILLINOIS 60654 Address Line 4:

ATTORNEY DOCKET NUMBER: 41242-10 PL

REEL: 004423 FRAME: 0075

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**TRADEMARK** 

NAME OF SUBMITTER:	Patrick Lau
Signature:	/pl/
Date:	11/30/2010
Total Attachments: 4 source=RBC - Trademark Release KeyBank#page1.tif source=RBC - Trademark Release KeyBank#page2.tif source=RBC - Trademark Release KeyBank#page3.tif source=RBC - Trademark Release KeyBank#page4.tif	

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REEL: 004423 FRAME: 0076

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of November 30, 2010 in favor of RBC Bearings Incorporated (the "Grantor") by KeyBank National Association, as administrative agent (the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 26, 2006, among Roller Bearing Company of America, Inc. (the "Borrower"), the Grantor, certain lending institutions which are signatories thereto (the "Lenders"), and the Administrative Agent, the Lenders made certain advances and other financial accommodations available to the Grantor;

WHEREAS, the Grantor entered into that certain Security Agreement, dated as of June 26, 2006 (as from time to time amended, modified or supplemented, the "Security Agreement"), among the Borrower, the Grantor, certain corporate subsidiaries of the Grantor, and the Administrative Agent, whereby the Grantor granted to the Administrative Agent, for the benefit of itself, the Lenders and the LC Issuer (the "Secured Parties"), a security interest in all of its right, title and interest in and to certain intellectual property and, in connection therewith, entered into that certain Trademark Security Agreement, dated as of June 26, 2006 (the "Trademark Security Agreement") for the purpose of recording such security interest with respect to the trademarks and trademark applications of the Grantor, including those trademarks and trademark applications set forth on Schedule A hereto (as further defined in the Trademark Security Agreement, the "Trademark Collateral") with the United States Patent and Trademark Office;

WHEREAS, pursuant to Section 3 of the Trademark Security Agreement, the Administrative Agent executed a supplement to the Trademark Security Agreement, dated as of July 27, 2009, wherein the Administrative Agent amended Exhibit A thereto to include new trademarks and trademark applications of the Grantor that became part of the Trademark Collateral (the "Supplement");

WHEREAS, the Supplement was recorded with the United States Patent and Trademark Office on August 6, 2009, at Reel 4050, Frame 0138; and

WHEREAS, the Grantor has paid all of its outstanding indebtedness to the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Secured Parties, but without recourse, representation, warranty or other recourse, hereby (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests it has against the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title and interest it may have in and to the Trademark Collateral to the Grantor.

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The Administrative Agent shall (at the expense of the Grantor) take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date first written above.

KeyBank National Association, as Administrative Agent

By: Suzannah Harris

Title: Vice President

## **SCHEDULE A**

## **TRADEMARKS**

# **United States Trademark Registrations and Applications**

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

**RECORDED: 11/30/2010**