

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Bearing Corporation		03/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Omnitrack Ltd		
Street Address:	Ball Unit House, Station Road Industrial Estate		
City:	Woodchester		
State/Country:	ENGLAND		
Postal Code:	GL5EQ		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3376050	OMNITRACK	
CORRESPONDENCE DATA			
Fax Number:	8453597798		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8452902898		
Email:	anotaro@notaromichalos.com		
Correspondent Name:	Notaro, Michalos & Zaccaria P.C.		
Address Line 1:	100 Dutch Hill Road, Suite 2440		
Address Line 4:	Orangeburg, NEW YORK 10962		
ATTORNEY DOCKET NUMBER:	G124-433		
DOMESTIC REPRESENTATIVE			
Name:	NOTARO, MICHALOS & ZACCARIA P.C.		
Address Line 1:	100 Dutch Hill Road, Suite 240		
Address Line 4:	Orangeburg, NEW YORK 10962		
NAME OF SUBMITTER:	Angelo Notaro		
SIGNATURE:	/G124-433-AN-pm/		
DATE SIGNED:	05/24/2014		
Total Attachments: 3 source=G124-436-Asgn#page1.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 17, 2014, is made by General Bearing Corporation ("Assignor"), a Delaware corporation, located at 44 High Street, West Nyack, New York, 10994, in favor of Omnitrack Ltd ("Assignee"), a UK Registered Company, located at Ball Unit House, Station Road Industrial Estate, Woodchester, GL5EQ, England, the supplier of certain products to Assignor pursuant to a Supply Agreement between Assignee and Assignor, dated as of March 11, 2014 (the "Supply Agreement").

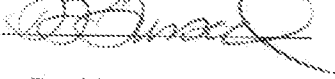
WHEREAS, under the terms of the Supply Agreement, Assignor has conveyed, transferred and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Supply Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and the trademark registration set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with and symbolized by the Trademark Omnitrack.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, parties have duly executed and delivered this Trademark Assignment as of the date first above written.

General Bearing Corporation

By: 

Name: David L. Gussack

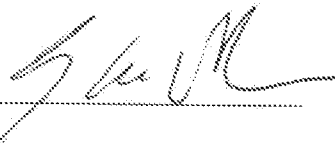
Title: Chief Executive Officer

Address for Notices:

1. DGussack@gmrl.com, AND
2. David Gussack, General Bearing Corporation 44 High Street, West Nyack, NY 10994

AGREED TO AND ACCEPTED:

Omnitrack Ltd

By: 

Name: John Cabrini Dale

Title: Director

Address for Notices:

1. jcd@omnitrack.co.uk, AND
2. John Cabrini Dale, Omnitrack Ltd, Ball Unit House, Station Road Industrial Estate, Woodchester, GL5EQ, England

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATION

Trademark: Omnitrack

United States Trademark Registration Number: 3,376,050

Registration Date: January 29, 2008