

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roller Bearing Company of America, Inc.		04/24/2015	CORPORATION: DELAWARE
RBC Bearings Incorporated		04/24/2015	CORPORATION: DELAWARE
RBC Southwest Products, Inc.		04/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as administrative agent and collateral agent		
Street Address:	1525 West W.T. Harris Blvd 1B1		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 55			
Property Type	Number	Word Mark	
Registration Number:	3756199	THERMALOID	
Registration Number:	3208090	SPHERCO	
Registration Number:	4144616	5000 SERIES	
Registration Number:	4144615	500 SERIES	
Registration Number:	3323990	NICE	
Registration Number:	3428333	EVERGLIDE T-BALL	
Registration Number:	4144614	3000 SERIES	
Registration Number:	4162795	400 SERIES	
Registration Number:	3779545	DYFLON	
Registration Number:	3769328	KENTLON	
Registration Number:	4601357	TCI	
Registration Number:	4493891	AEROCRES	
Registration Number:	3877201	THERMAL-COMP	
Registration Number:	3787738	SIMPLEX	
Registration Number:	3055993	RBC AEROSPACE BEARINGS	
Registration Number:	3795883	T PROGRESS THROUGH PRECISION	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2638921	SPREADLOCK
Registration Number:	2634679	IMPACTTUFF
Registration Number:	2631053	CROSSLUBE
Registration Number:	2624337	QUADLUBE
Registration Number:	2634648	RBCROLLER
Registration Number:	2642219	TANDEMROLLER
Registration Number:	2627914	SHIMPACK
Registration Number:	2806041	TYSON
Registration Number:	2387455	HEXLUBE
Registration Number:	2384769	PITCHLIGN
Registration Number:	2394786	RBC BEARINGS
Registration Number:	2394785	RBC
Registration Number:	2387011	FABROID
Registration Number:	1717459	PIC
Registration Number:	1291853	HEIM
Registration Number:	1557601	PIC DESIGN
Registration Number:	1502802	PIC DESIGN
Registration Number:	1061529	UNIFLON
Registration Number:	1005036	FIBRILOID
Registration Number:	782796	UNIFLON
Registration Number:	703508	FIBERGLIDE
Registration Number:	1562046	CAM CENTRIC
Registration Number:	781731	DYNASPHERE
Registration Number:	1131200	UNIBAL
Registration Number:	889691	KAHR
Registration Number:	900203	KAHR-KAPTOR
Registration Number:	900743	KAHR-LON
Registration Number:	685849	AIRTOMIC
Serial Number:	78535213	1600 SERIES
Serial Number:	78754907	6900 SERIES
Serial Number:	78754894	7600 SERIES
Serial Number:	78754876	7500 SERIES
Serial Number:	78745178	600 SERIES
Serial Number:	86191867	TCI
Serial Number:	86074968	EVERGLIDE
Serial Number:	78664336	1635
Serial Number:	78664533	1641
Serial Number:	78664362	1621

Property Type	Number	Word Mark
Serial Number:	78664347	1630

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	04/30/2015

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of April 24, 2015, is made by each Grantor listed on the signature page hereto (each a "Grantor"), in favor of Wells Fargo Bank, National Association, as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, RBC Bearings Incorporated, a Delaware corporation ("Holdings"), the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, each Grantor agrees, for its benefit and the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. Each Grantor hereby grants a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for its benefit and the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1051 and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.
3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with

the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

ROLLER BEARING COMPANY OF
AMERICA, INC.,
as Grantor

By:


Name: Daniel A. Bergeron
Title: Vice President,
Chief Financial Officer and
Assistant Secretary

RBC BEARINGS INCORPORATED,
as Grantor

By:


Name: Daniel A. Bergeron
Title: Vice President,
Chief Financial Officer and
Assistant Secretary

RBC SOUTHWEST PRODUCTS, INC.,
as Grantor

By:

Name: Thomas J. Williams
Title: Corporate General Counsel and
Secretary

[Grant of Security Interest in Trademark Rights]

ROLLER BEARING COMPANY OF
AMERICA, INC.,
as Grantor

By:

Name: Daniel A. Bergeron
Title: Vice President,
Chief Financial Officer and
Assistant Secretary

RBC BEARINGS INCORPORATED,
as Grantor

By:

Name: Daniel A. Bergeron
Title: Vice President,
Chief Financial Officer and
Assistant Secretary

RBC SOUTHWEST PRODUCTS, INC.,
as Grantor

By:



Name: Thomas J. Williams
Title: Corporate General Counsel and
Secretary

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005507 FRAME: 0245

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent

By: 

Name: Neel A. Morey

Title: Senior Vice President

[Grant of Security Interest in Trademark Rights]

SCHEDULE A

United States Trademark Registrations and Applications

Registrations:

Owner	Registration Number	Trademark
RBC Bearings Inc.	3756199	THERMALOID
RBC Bearings Inc.	3208090	SPHERCO
RBC Bearings Inc.	4144616	5000 SERIES
RBC Bearings Inc.	4144615	500 SERIES
Roller Bearing Company of America, Inc.	3323990	NICE
RBC Bearings Inc.	3428333	EVERGLIDE T-BALL
RBC Bearings Inc.	4144614	3000 SERIES
RBC Bearings Inc.	4162795	400 SERIES
RBC Southwest Products, Inc.	3779545	DYFLON
RBC Southwest Products, Inc.	3769328	KENTLON
Roller Bearing Company of America, Inc.	4601357	TCI
Roller Bearing Company of America, Inc.	4493891	AEROCRES
Roller Bearing Company of America, Inc.	3877201	THERMAL-COMP
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Roller Bearing Company of America, Inc.	3795883	T PROGRESS THROUGH PRECISION
Roller Bearing Company of America, Inc.	2638921	SPREADLOCK
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Roller Bearing Company of America, Inc.	2634648	RBCROLLER
Roller Bearing Company of America, Inc.	2642219	TANDEMROLLER
Roller Bearing Company of America, Inc.	2627914	SHIMPACK
Roller Bearing Company of America, Inc.	2806041	TYSON
Roller Bearing Company of America, Inc.	2387455	HEXLUBE
Roller Bearing Company of America, Inc.	2384769	PITCHLIGN
Roller Bearing Company of America, Inc.	2394786	TBC BEARINGS
Roller Bearing Company of America, Inc.	2394785	RBC
Roller Bearing Company of America, Inc.	2387011	FABROID
Roller Bearing Company of America, Inc.	1717459	PIC
Roller Bearing Company of America, Inc.	1291853	HEIM
Roller Bearing Company of America, Inc.	1557601	PIC DESIGN
Roller Bearing Company of America, Inc.	1502802	PIC DESIGN
Roller Bearing Company of America, Inc.	1061529	UNIFLON
Roller Bearing Company of America, Inc.	1005036	FIBRILOID
Roller Bearing Company of America, Inc.	0782796	UNIFLON
Roller Bearing Company of America, Inc.	0703508	FIBERGLIDE

Owner	Registration Number	Trademark
Val-matic Valve and Manufacturing Corporation ¹	1562046	CAM CENTRIC
Roller Bearing Company of America, Inc.	0781731	DYNASPHERE
Roller Bearing Company of America, Inc.	1131200	UNIBAL
Roller Bearing Company of America, Inc.	889691	KAHR
Roller Bearing Company of America, Inc.	900203	KAHR-KAPTOR
Roller Bearing Company of America, Inc.	900743	KAHR-LON
Roller Bearing Company of America, Inc.	685849	AIRTOMIC

Applications:

Owner	Application Number	Trademark
RBC Bearings	78535213	1600 SERIES
RBC Bearings Inc.	78754907	6900 SERIES
RBC Bearings Inc.	78754894	7600 SERIES
RBC Bearings Inc.	78754876	7500 SERIES
RBC Bearings Inc.	78745178	600 SERIES
Roller Bearing Company of America, Inc.	86191867 (Pending ITU)	TCI
Roller Bearing Company of America, Inc.	86074968 (Pending ITU)	EVERGLIDE
Roller Bearing Company of America, Inc.	78664336	1635
Roller Bearing Company of America, Inc.	78664533	1641
Roller Bearing Company of America, Inc.	78664362	1621
Roller Bearing Company of America, Inc.	78664347	1630

Material Inbound Exclusive Licenses in Trademarks

None.

¹ Title update to Roller Bearing Company of America, Inc. to be filed post-Closing.