

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM508271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Roller Bearing Company of America, Inc.		01/31/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	1525 West W.T. Harris Blvd 1B1		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88184866	UNIFLON	
<b>Serial Number:</b>	87774108	LUBRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Doris Ka		
<b>SIGNATURE:</b>	/Doris Ka/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 6</b>			
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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Roller Bearing Company of America, Inc.

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 31, 2019

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Bank, National Association,  
— as Collateral Agent

Street Address: 1525 West W.T. Harris Blvd 1B1

City: Charlotte

State: NC

Country: USA Zip: 28262

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

87774108, 88184866

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Sr. Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 91350.229

Email Address: dka@cahill.com

### 6. Total number of applications and registrations involved:

2

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Doris Ka

Signature

Doris Ka

Name of Person Signing

January 31, 2019

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 006547 FRAME: 0399

SUPPLEMENTAL GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Supplement"), dated as of January 31, 2019, 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 April 24, 2015 (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, each Grantor is a party to that certain Security Agreement, dated as April 24, 2015 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement") among each Grantor and the other grantors party thereto and the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors entered into that certain Grant of Security Interest in Trademark Rights, dated as of April 24, 2015 (together with all amendments and modifications, if any, from time to time thereafter made thereto, including this Supplement, the "Trademark Security Agreement"), pursuant to which each Grantor pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in the Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Grantors wish to execute and deliver this Supplement with respect to any Collateral constituting U.S. registered and applied for Trademarks (as defined in the Security Agreement) that were not, prior to the date hereof, listed in the Schedules to the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Supplement, 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 each 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.

3. Purpose. This Supplement 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 the Trademark Security Agreement or this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Supplement 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 Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ROLLER BEARING COMPANY OF AMERICA, INC., as  
Grantor

By: 

Daniel A. Bergeron  
Vice President, Chief Operating Officer  
and Chief Financial Officer

[Grant of Security Interest in Trademark Rights]

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: DuVon G. Davis  
Name: DuVon G. Davis  
Title: Senior Vice President

## **SCHEDULE A**

### **United States Trademark Registrations and Applications**

Trademarks: None.

Applications:

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
1.	Roller Bearing Company of America, Inc.	UNIFLON	88184866	11/07/2018
2.	Roller Bearing Company of America, Inc.	LUBRON	87774108	01/29/2018

### **Material Inbound Exclusive Licenses in Trademarks**

None.