

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBC Southwest Products, Inc.		11/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	1700 Lincoln Street		
Internal Address:	3rd Floor - MAC C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3769328	KENTLON	
Registration Number:	3779545	DYFLON	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	022411-1342		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	11/10/2021		
Total Attachments: 10			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of November 1, 2021, is made by the Credit Parties party hereto (the “Grantors”), 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 November 1, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Roller Bearing Company of America, Inc. (the “Borrower”), RBC Bearings Incorporated, a Delaware corporation (“Holdings”), the Lenders party thereto and the Agent. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

WITNESSETH:

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, Grantors, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of November 1, 2021 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors have bargained, sold, conveyed, assigned, set over, mortgaged, pledged, hypothecated and transferred and granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in all its Intellectual Property, including its Trademark, and has agreed to execute this Agreement for purposes of recording the grant of the security interest in the United States Patent and Trademark Office.

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, Grantors agree, 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. Grantors hereby grant to the Agent, for the benefit of the Secured Parties, a lien on and security interest in all of Grantors’ right, title and interest in, to and under its Trademarks (including, without limitation, those items listed on Schedule A hereto), all goodwill associated therewith or symbolized thereby, and all rights,

priorities and privileges related thereto and all rights to sue at law or in equity for any infringement, dilution, violation or other impairment thereof, including the right to receive all Proceeds therefrom, including the right to receive all Proceeds therefrom (collectively, the “Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register Trademarks on the basis of Grantors’ “intent to use” such Trademarks will be deemed not to be Collateral unless and until an amendment to allege use or a statement of use has been filed in 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 Grantors 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. Grantors do 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; Electronic Signatures. 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. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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


RBC BEARINGS INCORPORATED
DODGE ACQUISITION CO.
ROLLER BEARING COMPANY OF AMERICA, INC.
RBC SOUTHWEST PRODUCTS, INC.,
as Grantors

By: 
Name: Daniel A. Bergeron
Title: Vice President and Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007490 FRAME: 0629

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By:  _____
Name: Evan Ingwers
Title: Senior Vice President

SCHEDULE A

United States Trademark Registrations and Applications

Registrations:

Owner	Registration No.	Trademark
Roller Bearing Company of America, Inc.	0685849	AIRTOMIC
Roller Bearing Company of America, Inc.	0703508	FIBERGLIDE
Roller Bearing Company of America, Inc.	0889691	KAHR
Roller Bearing Company of America, Inc.	0900203	KAHR-KAPTOR
Roller Bearing Company of America, Inc.	0900743	KAHR-LON
Roller Bearing Company of America, Inc.	1005036	FIBRILOID
Roller Bearing Company of America, Inc.	1061529	UNIFLON
Roller Bearing Company of America, Inc.	1131200	UNIBAL
Roller Bearing Company of America, Inc.	1291853	HEIM
Roller Bearing Company of America, Inc.	1502802	PIC DESIGN
Roller Bearing Company of America, Inc.	1557601	PIC DESIGN
Roller Bearing Company of America, Inc.	1717459	PIC
Roller Bearing Company of America, Inc.	2384769	PITCHLIGN
Roller Bearing Company of America, Inc.	2387011	FABROID
Roller Bearing Company of America, Inc.	2387455	HEXLUBE
Roller Bearing Company of America, Inc.	2394785	RBC

Owner	Registration No.	Trademark
Roller Bearing Company of America, Inc.	2394786	RBC BEARINGS
Roller Bearing Company of America, Inc.	2624337	QUADLUBE
Roller Bearing Company of America, Inc.	2627914	SHIMPACK
Roller Bearing Company of America, Inc.	2631053	CROSSLUBE
Roller Bearing Company of America, Inc.	2634648	RBCROLLER
Roller Bearing Company of America, Inc.	2634679	IMPACTTUFF
Roller Bearing Company of America, Inc.	2638921	SPREADLOCK
Roller Bearing Company of America, Inc.	2642219	TANDEMROLLER
Roller Bearing Company of America, Inc.	2806041	TYSON
Roller Bearing Company of America, Inc.	3055993	RBC AEROSPACE BEARINGS (stylized)
RBC Bearings Inc.	3208090	SPHERCO
Roller Bearing Company of America, Inc.	3323990	NICE
RBC Bearings Inc.	3428333	EVERGLIDE T-BALL
RBC Bearings Inc.	3756199	THERMALOID
RBC Southwest Products, Inc.	3769328	KENTLON
RBC Southwest Products, Inc.	3779545	DYFLON
Roller Bearing Company of America, Inc.	3787738	SIMPLEX
Roller Bearing Company of America, Inc.	3795883	T PROGRESS THROUGH PRECISION & Design
Roller Bearing Company of America, Inc.	3877201	THERMAL-COMP
Roller Bearing Company of America, Inc.	4144614	3000 SERIES

Owner	Registration No.	Trademark
Roller Bearing Company of America, Inc.	4144615	500 SERIES
Roller Bearing Company of America, Inc.	4144616	5000 SERIES
Roller Bearing Company of America, Inc.	4162795	400 SERIES
Roller Bearing Company of America, Inc.	4493891	AEROCRES
Roller Bearing Company of America, Inc.	4601357	TCI and Design
Roller Bearing Company of America, Inc.	5286563	TCI
Roller Bearing Company of America, Inc.	5293300	1600 SERIES
Roller Bearing Company of America, Inc.	5293301	1635
Roller Bearing Company of America, Inc.	5293302	1630
Roller Bearing Company of America, Inc.	5293303	1621
Roller Bearing Company of America, Inc.	5293304	1641
Roller Bearing Company of America, Inc.	5293305	600 SERIES
Roller Bearing Company of America, Inc.	5293306	7500 SERIES
Roller Bearing Company of America, Inc.	5293307	7600 SERIES
Roller Bearing Company of America, Inc.	5293308	6900 SERIES
Roller Bearing Company of America, Inc.	5355315	EVERGLIDE
Roller Bearing Company of America, Inc.	5877140	LUBRON
Roller Bearing Company of America, Inc.	6068068	RBC AEROSPACE (Cl. 6, 7, 12)
Roller Bearing Company of America, Inc.	6069508	AIRTOMIC

Owner	Registration No.	Trademark
Roller Bearing Company of America, Inc.	6069509	Airtomic Wing Design
Roller Bearing Company of America, Inc.	6110496	UNIFLON
Roller Bearing Company of America, Inc.	6305089	RBY
Roller Bearing Company of America, Inc.	6479660	RBC (Cl. 37)

Dodge Docket Number	Mark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Owner
83571485	"Dodge" D (Logo)	United States of America	187136	29-Jul-1924	71190019	24-Dec-1923	Dodge Acquisition Co.
83592674	DODGE D (Logo)	United States of America	244945	31-Jul-28	71205323	15-Nov-24	Dodge Acquisition Co.
83592675	DODGE D (Logo)	United States of America	245508	14-Aug-28	71205322	15-Nov-24	Dodge Acquisition Co.
83592676	DODGE D (Logo)	United States of America	833946	22-Aug-67	72241648	23-Mar-66	Dodge Acquisition Co.
	DOUBLE INTERLOCK	United States of America	523303	4-Apr-50	71526992	5-Jul-47	Dodge Acquisition Co.
	DYNA-SYNC	United States of America	1016726	29-Jul-75	73036579	7-Nov-74	Dodge Acquisition Co.
	E-Z KLEEN	Community Trademark	2818854	20-Nov-03	2818854	19-Aug-02	Dodge Acquisition Co.
	E-Z KLEEN	United States of America	1645797	28-May-91	74005376	27-Nov-89	Dodge Acquisition Co.
	E-Z KLEEN	United States of America	1744283	5-Jan-93	74272211	4-May-92	Dodge Acquisition Co.
	FLEXIDYN E	United States of America	627320	22-May-56	71695081	21-Sep-55	Dodge Acquisition Co.

Dodge Docket Number	Mark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Owner
	GRID-LIGN	United States of America	1450388	4-Aug-87	73634996	11-Dec-86	Dodge Acquisition Co.
	GRIP TIGHT	Community Trademark	2939825	8-Sep-04	2939825	20-Nov-02	Dodge Acquisition Co.
	GRIP TIGHT	United States of America	2844000	18-May-04	78183133	8-Nov-02	Dodge Acquisition Co.
	MAGNAG EAR XTR	Community Trademark	1005497	9-Jun-09	1005497	9-Jun-09	Dodge Acquisition Co.
	MAGNAG EAR XTR	United States of America	3707877	10-Nov-09	77629456	9-Dec-08	Dodge Acquisition Co.
	MAXUM	United States of America	1802565	2-Nov-93	74206761	25-Sep-91	Dodge Acquisition Co.
	NYLIGN	United States of America	937529	11-Jul-72	72374554	28-Oct-70	Dodge Acquisition Co.
	PARA-FLEX	United States of America	654417	12-Nov-57	72023299	28-Jan-57	Dodge Acquisition Co.
	POLY-DISC	United States of America	966446	21-Aug-73	72404581	7-Oct-71	Dodge Acquisition Co.
	QUANTIS	United States of America	2236938	6-Apr-99	74638420	27-Feb-95	Dodge Acquisition Co.
	SCHOOL OF TRANSMISSIONEERING	United States of America	981451	26-Mar-74	72429401	10-Jul-72	Dodge Acquisition Co.
	SLEEVOIL (Stylized)	United States of America	519161	27-Dec-49	71526982	5-Jul-47	Dodge Acquisition Co.
	SOLIDLUBE	United States of America	841056	19-Dec-67	72239754	28-Feb-66	Dodge Acquisition Co.

Dodge Docket Number	Mark	Country	Reg. No.	Reg. Date	App. No.	App. Date	Owner
	TAPER-LOCK	United States of America	610648	16-Aug-55	71674142	1-Oct-54	Dodge Acquisition Co.
	TIGEAR	United States of America	959778	29-May-73	72411863	5-Jan-72	Dodge Acquisition Co.
	TORQUE-TAMER	United States of America	2806283	20-Jan-04	76427124	2-Jul-02	Dodge Acquisition Co.
	TRANSMISSIONEER	United States of America	915794	29-Jun-71	72333179	22-Jul-69	Dodge Acquisition Co.
	ULTRA KLEEN	Community Trademark	3008596	8-Nov-04	3008596	15-Jan-03	Dodge Acquisition Co.
	ULTRA KLEEN	Community Trademark	3845625	23-Aug-05	3845625	21-May-04	Dodge Acquisition Co.
	ULTRA KLEEN	United States of America	2949796	10-May-05	78193712	12-Dec-02	Dodge Acquisition Co.
	VIA VISA	United States of America	931502	28-Mar-72	72386007	10-Mar-71	Dodge Acquisition Co.
90249633	DODGE INTELLI-LUBE	United States of America			90877728	11-Aug-21	Dodge Acquisition Co.

Applications:

Owner	Application No.	Trademark
Roller Bearing Company of America, Inc.	90596330 Intent to Use	TDC RBC TRANSPORT DYNAMICS & Design
Roller Bearing Company of America, Inc.	90663329 Intent to Use	RUST RIVAL
Roller Bearing Company of America, Inc.	90840308 Intent to Use	RBC AEROSPACE
RBC Bearings Incorporated	97076360 Intent to Use	DODGE INDUSTRIAL UNITED STATES