

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Q.M. BEARINGS & POWER TRANSMISSION LTD. | | 09/21/2010 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | The Timken Company | | |
| Street Address: | 1835 Dueber Avenue, S.W. | | |
| City: | Canton | | |
| State/Country: | OHIO | | |
| Postal Code: | 44706 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3331140 | QM QM BEARINGS | |
| Registration Number: | 3264988 | BLUE BRUTE BEARINGS | |
| Registration Number: | 2150580 | BLUE BRUTE | |
| Registration Number: | 3218960 | V-LOCK | |
| Registration Number: | 3341188 | QUICK-FLEX | |
| Registration Number: | 3098094 | QUICK-FLEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (414)277-0656 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 414-271-6560 | | |
| Email: | mkeipdocket@michaelbest.com | | |
| Correspondent Name: | Lori S. Meddings | | |
| Address Line 1: | 100 East Wisconsin Avenue, Suite 3300 | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |

OP \$165.00 3331140

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|---|------------------|
| ATTORNEY DOCKET NUMBER: | 025945-9001 US00 |
| NAME OF SUBMITTER: | Jaime L. Tremi |
| Signature: | /jaime l. tremi/ |
| Date: | 10/06/2010 |
| Total Attachments: 5 source=A4120026#page1.tif source=A4120026#page2.tif source=A4120026#page3.tif source=A4120026#page4.tif source=A4120026#page5.tif | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”), dated as of September 21, 2010 (the “*Effective Date*”), is made by and between Q.M. Bearings & Power Transmission Ltd., a limited company incorporated under the laws of the Province of British Columbia (“*Assignor*”), and The Timken Company, an Ohio corporation (“*Assignee*”).

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations and applications for registration of trademarks identified and set forth on Annex A (all of the foregoing, collectively, the “*Trademarks*”) and the goodwill associated with all of the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the Laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor’s and Assignee’s behalf and in Assignor’s and/or Assignee’s name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns or other legal representatives, to effect the conveyance to Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns and other legal representatives to sustain or renew any Trademarks, and to maintain, perfect, support and protect the right, title and interest of Assignee and its successors, assigns and other legal representatives, in and to the Trademarks and any registrations issued in connection therewith.

3. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar Governmental Authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

4. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the

same instrument. The electronic transmission of any signed original counterpart of this Assignment shall be deemed to be the delivery of an original counterpart of this Assignment.

[Signature page follows this page.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**Q.M. BEARINGS & POWER
TRANSMISSION LTD.**

By: [Signature]
Name: Cory Shaw
Title: president

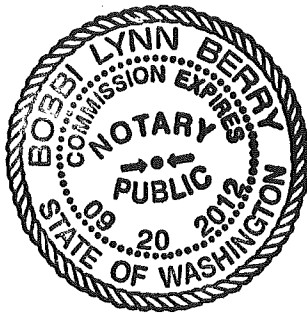
STATE OF WASHINGTON

ss:

COUNTY OF WHATCOM)

On this 16 day of SEPTEMBER 2010 personally appeared before me CORY SHAW, known to me to be PRESIDENT of Q.M. Bearings & Power Transmission Ltd., who acknowledged that he signed this instrument as a free act on behalf of Q.M. Bearings & Power Transmission Ltd.

[Signature]
Notary Public: BOBBI BERRY
My commission expires: 9/20/12



[Signature page to Trademark Assignment]

THE TIMKEN COMPANY

By: [Signature]
Name: James W. Griffith
Title: President and CEO

STATE OF Ohio
COUNTY OF Stark SS:

On this 31 day of August, 2010 personally appeared before me James W. Griffith, known to me to be President and CEO of The Timken Company, who acknowledged that he signed this instrument as a free act on behalf of The Timken Company.

[Signature]
Notary Public:
My commission expires:



JANINE M. O'WESNEY
Notary Public, State of Ohio
My Commission Expires 02-11-2013

Annex A

Trademarks

| Trade Mark Description | Country | Registration (app) number | Issue (file) date | Renewal date | Owner |
|-----------------------------|-----------|---------------------------|-------------------|--------------------------|---|
| QM Bearings & design | USA | Reg. No. 3331140 | Nov 6, 2007 | Nov 6, 2012 | Q.M. Bearings & Power Transmission Ltd. |
| QM Bearings & design | Canada | Reg. No. TMA737,121 | March 27, 2009 | March 27, 2024 | Q.M. Bearings & Power Transmission Ltd. |
| QM Bearings & design | China | Reg. No. 5064589 | Nov 28, 2008 | Nov 27, 2018 | Q.M. Bearings & Power Transmission Ltd. |
| QM Bearings & design | S. Africa | App. No. 2005/27260 | Dec 19, 2005 | NOTE | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute Bearings& Design | USA | Reg. No. 3264988 | July 17, 2007 | July 17, 2012 | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute (text) | USA | Reg. No. 2150580 | April 14, 1998 | April 14, 2018 | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute Bearings& Design | Canada | Reg. No. TMA711,475 | April 9, 2008 | April 9, 2023 | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute (text) | China | Reg. No. TMA501,489 | Sept 30, 1998 | Sept 30, 2013 | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute Bearings& Design | China | Reg. No. 5616217 | July 7, 2009 | July 6, 2019 | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute (text) | China | Reg. No. 5616218 | July 7, 2009 | July 6, 2019 | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute Bearings& Design | Australia | Reg. No. 1136305 | Sept 18, 2006 | Sept 18, 2016 | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute (text) | Australia | Reg. No. 1136306 | Sept 18, 2006 | Sept 18, 2016 | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute Bearings& Design | S. Africa | App. No. 2006/22085 | Sept 18, 2006 | NOTE | Q.M. Bearings & Power Transmission Ltd. |
| Blue Brute (text) | S. Africa | App. No. 2006/22086 | Sept 18, 2006 | NOTE | Q.M. Bearings & Power Transmission Ltd. |
| V-Lock | USA | Reg. No. 3218960 | Mar 13, 2007 | Mar 13, 2012 | Q.M. Bearings & Power Transmission Ltd. |
| V-Lock | Canada | Reg. No. TMA723,230 | Sept 9, 2008 | Sept 9, 2023 | Q.M. Bearings & Power Transmission Ltd. |
| V-Lock | China | Reg. No. 5616219 | July 6, 2009 | July 6, 2019 | Q.M. Bearings & Power Transmission Ltd. |
| V-Lock | Australia | Reg. No. 1136307 | Sept 18, 2006 | Sept 18, 2016 | Q.M. Bearings & Power Transmission Ltd. |
| V-Lock | S. Africa | App. No. 2006/22094 | Sept 18, 2006 | NOTE | Q.M. Bearings & Power Transmission Ltd. |
| Quick-Flex & design | USA | Reg. No. 3341188 | Nov 20, 2007 | Nov 20, 2012 | Q.M. Bearings & Power Transmission Ltd. |
| Quick-Flex text | USA | Reg. No. 3098094 | May 30, 2006 | May 30, 2011 | Q.M. Bearings & Power Transmission Ltd. |
| Quick-Flex & design | Canada | Reg. No. TMA723,681 | Sept 15, 2008 | Sept 15, 2023 | Q.M. Bearings & Power Transmission Ltd. |
| Quick-Flex text | Canada | Reg. No. TMA713,429 | May 5, 2008 | May 5, 2023 | Q.M. Bearings & Power Transmission Ltd. |
| Quick-Flex & design | Canada | Reg. No. TMA442,224 | April 21, 1995 | will expire Nov 12, 2010 | Q.M. Bearings & Power Transmission Ltd. |
| Quick-Flex & design | China | App. No. 5064587 | July 25, 2008 | NOTE | Q.M. Bearings & Power Transmission Ltd. |
| Quick-Flex text | China | App. No. 5064589 | July 25, 2008 | NOTE | Q.M. Bearings & Power Transmission Ltd. |
| Quick-Flex & design | S. Africa | App. No. 2005/27258 | Dec 19, 2005 | NOTE | Q.M. Bearings & Power Transmission Ltd. |
| Quick-Flex text | S. Africa | App. No. 2005/27259 | Dec 19, 2005 | NOTE | Q.M. Bearings & Power Transmission Ltd. |

NOTE: Renewal date not associated with applications.