

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Scotland PLC		02/09/2012	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Schaeffler Group USA Inc		
Street Address:	308 Springhill Farm Road		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2482859	I INA A	
CORRESPONDENCE DATA			
Fax Number:	(212)564-6083		
Phone:	212-947-7200		
Email:	jdougherty@nationalcorp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Joseph Dougherty		
Address Line 1:	National Corporate Research		
Address Line 2:	10 E. 40th Street, 10th FL		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	N347976		
NAME OF SUBMITTER:	Christine Steenman		
Signature:	/Christine Steenman/		

Date:

02/09/2012

Total Attachments: 2

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## RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS RELEASE** of Intellectual Property Security Agreement ("Release of IP Security") is executed as of February 1, 2012, by The Royal Bank of Scotland plc, as security agent for the Finance Parties (the "Security Agent"), for the benefit of Schaeffler Group USA Inc. (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the IP Security Agreement (as defined below).

**WHEREAS**, pursuant to an Intellectual Property Security Agreement, dated as of November 20, 2009 (the "IP Security Agreement"), between the Grantor and the Security Agent, which IP Security Agreement was recorded in the U.S. Patent and Trademark Office (the "Office") on November 24, 2009, at Reel 4101, Frame 0965, the Grantor has granted a security interest in its right, title and interest in and to the intellectual property listed in Annex 1 hereto (the "Intellectual Property") to the Security Agent; and

**WHEREAS**, in connection with the discharge of all liabilities and obligations, the Secured Parties have agreed to release the security interests created under the IP Security Agreement on the terms and conditions set forth in that certain Release Agreement, dated as of January 16, 2012, between the Security Agent and the Grantor.

**NOW, THEREFORE**, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent hereby releases all of the security interests over the Intellectual Property created by the IP Security Agreement as of the date first written above.

### ROYAL BANK OF SCOTLAND PLC

as Security Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
PHILIP A. PENTNEY  
SENIOR DIRECTOR  
HEAD OF SYNDICATED LOANS AGENCY

**ANNEX 1**  
**INTELLECTUAL PROPERTY**

Trademarks and Trademark Applications

<b>Title</b>	<b>Reg. No. or Appln. No.</b>	<b>Reg. or App. Date</b>
INA Logo (old)	2482859	August 28, 2001