

06-07-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102115249 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

6-7-02

1. Name of conveying party(ies):

RBC Oklahoma, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

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

General Electric Capital Corporation

Name: Internal Address:

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

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) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 5/30/2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional number(s) attached Yes No

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

Name: Michelle K. Matthes

Internal Address: Latham & Watkins Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41): \$ 590.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michelle K. Matthes

Name of Person Signing

Michelle K. Matthes

Signature

6/6/2002

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/10/2002 6TON11 00000016 912953

01 FC:481 40.00 OP 02 FC:482 550.00 OP

TRADEMARK REEL: 002519 FRAME: 0844

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
(RBC Oklahoma Inc.)**

TRADEMARK REGISTRATIONS

Trademark	Number	Issue Date	Place of Registration
L&S	912953	06/08/71	USA
L&S (Stylized Letters)	1404817	08/12/86	USA
"a" (and Design)	1669334	12/24/91	USA
"a" (and Design)	1762698	04/06/93	USA
Powerglide	1859071	10/18/94	USA
American Bearing & Automotive Co.	74/405388		USA
American Bearing & Clutch Co.	1903506	07/04/95	USA
American Bearing and Automotive Products Co.			USA
Super-Joint	2122784	12/23/97	USA
Tough Joint	2024003	12/17/96	USA
New Alloy	2167999	06/23/98	USA
New Alloy (and Design)			USA
ALLOY	1079691	12/20/77	USA
W (and Design)	1246992	08/02/83	USA
Wesco	1435425	04/07/87	USA
Alloy (and Design)	1444042	06/23/87	USA
(Design Only)	1449558	07/28/87	USA
DLT	74/618229		USA
DL Tech			USA
Zeller	0730027		
Zeller	1040337		
Zeller	1067009		
CMP	Common law trademark		USA

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2002 by RBC OKLAHOMA, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RBC OKLAHOMA, INC.

By: *Anthony S. Cavaleri*
Name: ANTHONY S. CAVALIERI
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: *John Goodman*
Name: JOHN GOODMAN
Title: DULY AUTHORIZED SIGNATORY

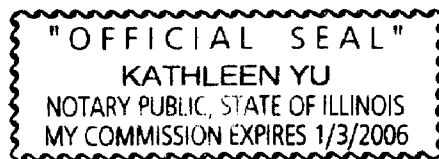
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 30TH day of May, 2002 before me personally appeared ANTHONY S. CAVALIERI, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RBC OKLAHOMA, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kathleen Yu
Notary Public

{seal}



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
(RBC Oklahoma Inc.)**

TRADEMARK REGISTRATIONS

Trademark	Number	Issue Date	Place of Registration
ABD	233,763		Mexico
	340,086		
	006724566		Brazil
	89-7182		Korea
L&S	912953	06/08/71	USA
	1232/0672455		Brazil
	1232/0626650		
	924,416		
	647,183		
	89-7183		Korea
	345,649		Mexico
L&S (Stylized Letters)	233,764		
	141,440		Venezuela
	1404817	08/12/86	USA
	008,293/73		Brazil
"a" (and Design)	214521		Korea
	252500		Peru
	1669334	12/24/91	USA
	American Bearing	1762698	04/06/93
American Bearing Division	340,087		Mexico
	235274		Mexico
L & S Bearing Co.	155613		
	20261-88		Venezuela
	20265-88		
L&S Bearing Company	8.979-87		
	650,650		Brazil
	235,273		Mexico
L&S Bearing	154,970		
	350,139		Mexico
L&S Bearing Manufacturing Co.	155,612		Mexico
	650,657		Brazil
L & S Automotive Parts Co.	26.304		Venezuela
Five Star Bearing and Automotive (and Design)	423576		Mexico
Powerglide	1859071	10/18/94	USA

NYK 772937-1.046750.0011

Trademark	Number	Issue Date	Place of Registration
American Bearing & Automotive Co.	74/405388		USA
American Bearing & Clutch Co.	1903506	07/04/95	USA
American Bearing and Automotive Products Co.			USA
L & S Bearing Export Company	650.881		Brazil
Super-Joint	2122784	12/23/97	USA
Tough Joint	2024003	12/17/96	USA
New Alloy	2167999	06/23/98	USA
		Pending	Mexico
		Pending	Colombia
		Pending	Venezuela
New Alloy (and Design)			USA
ALLOY	1079691	12/20/77	USA
W (and Design)	1246992	08/02/83	USA
Wesco	1435425	04/07/87	USA
Alloy (and Design)	1444042	06/23/87	USA
(Design Only)	1449558	07/28/87	USA
		Pending	Venezuela
		Pending	Colombia
		Pending	Mexico
EZ Boot	1874611 (cancelled)	01/17/95	USA
DLT	74/618229		USA
DL Tech			USA
AEC	552383		Mexico
Zeller	0730027		
	1040337		
	1067009		
	1103023 (expired)		
Zeller Corp.			
Motor Master	1,101,223 (expired)		USA
CMP	Common law trademark		USA
Miscellaneous Design	1,119,531 (expired)		USA

NYK 772937-1.046750.0011

RECORDED: 06/07/2002

TRADEMARK
REEL: 002519 FRAME: 0850