

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KMC, Inc.		11/24/2010	CORPORATION: RHODE ISLAND
Bearings Plus, Inc.		11/24/2010	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Waukesha Bearings Corporation
<b>Street Address:</b>	W231 N2811 Roundy Circle
<b>Internal Address:</b>	Suite 200
<b>City:</b>	E. Pewaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53072
<b>Entity Type:</b>	CORPORATION: WISCONSIN

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1645517	KMC
Registration Number:	1677355	KMC
Registration Number:	1663175	DP
Serial Number:	85135715	DEFLECTION PAD
Serial Number:	85135735	FLEXURE PIVOT
Serial Number:	85138696	ISFD

**CORRESPONDENCE DATA**

Fax Number: (563)441-0207  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 563-441-0207  
 Email: jay@hamiltoniplaw.com  
 Correspondent Name: Hamilton IP Law, PC  
 Address Line 1: 331 W. 3rd St.

**900187158**

**TRADEMARK  
 REEL: 004502 FRAME: 0886**

**OP \$165.00 1645517**

Address Line 2: NVC Suite 120  
Address Line 4: Davenport, IOWA 52801

ATTORNEY DOCKET NUMBER:	WB KMC TRADEMARKS
NAME OF SUBMITTER:	Jay R. Hamilton
Signature:	/jayrhamilton50644/
Date:	03/22/2011

Total Attachments: 7  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*"), effective as of the 24<sup>th</sup> day of November, 2010, is by and between BEARINGS PLUS, INC., a Texas corporation, and KMC, INC., a Rhode Island corporation (each an "*Assignor*" and, together, "*Assignors*"), on the one hand, and WAUKESHA BEARINGS CORPORATION, a Wisconsin corporation ("*Assignee*"), on the other hand.

### RECITALS

Assignors, Assignee, and the Shareholders (as defined therein) have entered into that certain Asset Purchase Agreement, dated of even date herewith (the "*Asset Purchase Agreement*").

Pursuant to the Asset Purchase Agreement, Assignors are required to assign and transfer to Assignee certain assets of Assignors, including the Intellectual Property Assets (as hereinafter defined) and all right, title and interest thereto.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties set forth in the Asset Purchase Agreement and this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignors and Assignee hereby agree as follows:

1. **Definitions.** All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. **Definition of Intellectual Property Assets.** "*Intellectual Property Assets*" means all of the following in which either Assignor has or may have any right, title or interest by ownership, registration, assignment, contract, license, or otherwise, or which is held by, necessary for, or used in connection with, the operation of either Assignor's business, in any jurisdiction throughout the world:

a. (i) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, (ii) rights in trademarks, service marks, trade names, trade dress and other designators of origin, registered or unregistered, (iii) rights in copyrightable subject matter or protectable designs, registered or unregistered, (iv) trade secrets, (v) rights in internet domain names, uniform resource locators and e-mail addresses, (vi) rights in semiconductor topographies (mask works), registered or unregistered, (vii) know-how, and (viii) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of Law, Contract, license or otherwise, including, without limitation, the items detailed on Exhibit A to this Assignment;

b. all other patents, patent applications, patentable subject matter, trademarks, service marks, trade names, trade dress, copyrightable subject matter or protectable designs, trade secrets, and/or know-how that are included among the Assets but not included on Exhibit A;

c. all rights and power to pursue legal remedies for any violation of any right or obligation pertaining to any of the aforementioned including, without limitation, the right to sue for copyright, trademark, or patent infringements that occurred prior to the effective date of the Asset Purchase Agreement.

3. **Assignment of Intellectual Property Assets.** Each Assignor hereby grants, sells, conveys,

assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts, all of such Assignor's right, title, and interest in and to the Intellectual Property Assets that such Assignor has or may have, including, without limitation any and all (a) licenses and sublicenses granted and obtained with respect thereto, (b) rights thereunder, (c) rights to protection of interests therein under the laws of all jurisdictions, (d) associated rights for past, present and future income, royalties or other payment with respect thereto, (e) associated rights to sue for any past, present and future damages in relation to any infringement or misappropriation thereof, and (f) associated goodwill.

4. **Further Assurances; Delivery of Documentation.** Whenever an Assignor is reasonably requested to do so by Assignee or its successor in interest, such Assignor shall execute any and all applications, assignments, and other instruments and provide such information, documentation and other materials which Assignee or its successor in interest deems necessary to apply for a registration for the Intellectual Property Assets in the United States and any other foreign country and to protect by patent, trademark, copyright, or otherwise Assignee's interests in any of the Intellectual Property Assets or to otherwise document, record, perfect, confirm or otherwise evidence Assignee's interests in any of the Intellectual Property Assets, including any such Intellectual Property Assets included among the Assets that are not listed on Exhibit A but may be identified after the Closing. To the extent that Assignee reasonably requests either Assignor to execute any such applications, assignment or other instruments or to provide any such information, documentation or other materials in order to register or otherwise document, record, perfect, confirm or otherwise evidence the transfer of the Intellectual Property Assets contemplated by this Assignment due to the insufficiency of the information set forth on Exhibit A hereto, such Assignor shall do so at its expense and such Assignor shall pay the registration fees to evidence the transfer of such Intellectual Property Assets to the Assignee. Each Assignor agrees to assist Assignee, upon Assignee's reasonable request and at Assignee's sole expense (subject to the indemnification provisions of the Asset Purchase Agreement), in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any Intellectual Property Asset to the extent such assistance is reasonably required to effectively defend such suits or actions, but only to the extent practicably practicable. To the extent that either Assignor or its Affiliates or Representatives is in possession or control of any copies of, or documentation (in whatever form or medium, including electronic media) which relates to, the Intellectual Property Assets, and which is not in the possession of Assignee as of the date hereof, such Assignor shall, at its sole cost, transfer, or cause its Affiliates or Representatives, as the case may be, to transfer, such documentation to Assignee promptly following the Closing.

5. **Recordings.** Assignors hereby acknowledge that an executed copy of this Assignment may be filed with the United States Patent and Trademark Office, the United States Copyright Office or with the intellectual property authority of any state, country or region, as applicable, by Assignee or its successor in interest at any time.

6. **Subject to Acquisition Agreement.** The terms of the Asset Purchase Agreement, including but not limited to Assignors' and Assignee's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets, including any qualifications and limitations thereto, are incorporated herein by this reference. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. **Descriptive Headings.** The descriptive headings of this Assignment are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

8. **Governing Law.** This Assignment shall be governed by and construed under the laws of the State of Texas, without regard to conflicts-of-laws principles that would require the application of any other law.

9. **Binding Effect.** This Assignment, and all the terms and provisions hereof, shall be binding upon the parties hereto and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. **Counterparts.** This Assignment may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. This Assignment, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including email of a "pdf" signature), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person.

[The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the date first written above.

**ASSIGNORS:**

BEARINGS PLUS, INC.,  
a Texas corporation

By: \_\_\_\_\_  
Fouad Zeidan, President

KMC, INC.,  
a Rhode Island corporation

By: \_\_\_\_\_  
Fouad Zeidan, President

**ASSIGNEE:**

WAUKESHA BEARINGS CORPORATION,  
a Wisconsin corporation

By: Stacy Holland  
Name: Stacy Holland  
Title: Assistant Secretary

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the date first written above.

**ASSIGNORS:**

BEARINGS PLUS, INC.,  
a Texas corporation

By: Fouad Zeidan  
Fouad Zeidan, President

**ASSIGNEE:**

WAUKESHA BEARINGS CORPORATION,  
a Wisconsin corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KMC, INC.,  
a Rhode Island corporation

By: Fouad Zeidan  
Fouad Zeidan, President

Intellectual Property Assignment  
Signature Page

EXHIBIT A

Intellectual Property Assets

*See attached.*



**EXHIBIT A****TRADEMARKS**

<b>Case</b>	<b>Country</b>	<b>STATUS</b>	<b>Reg. # or Appl. #</b>	<b>OWNER</b>	<b>MARK</b>
K028 T03022-US	USA	REGISTERED	1645517	KMC, Inc.	KMC
K028 T03023-US	USA	REGISTERED	1677355	KMC, Inc.	KMC and Design (logo) DP
K028 T03024-US	USA	REGISTERED	1663175	KMC, Inc.	DEFLECTION PAD
K028 T03025-US	USA	PENDING	85133715	KMC, Inc.	FLEXURE PIVOT
K028 T03026-US	USA	PENDING	85133735	KMC, Inc.	ISFD
K028 T03027-US	USA	PENDING	85138696	KMC, Inc.	