

ASSET PURCHASE AGREEMENT

THIS IS AN ASSET PURCHASE AGREEMENT (the "Agreement") dated as of March 9, 1993, as amended and restated on March 31, 1993, by and between DANA CORPORATION, a Virginia corporation ("Seller") and T. B. WOOD'S SONS COMPANY, a Pennsylvania corporation ("Purchaser").

Background

Seller, directly and through its wholly-owned subsidiaries, is the owner of two manufacturing facilities which are located in San Marcos, Texas and Mt. Pleasant, Michigan, respectively. Each of the Mt. Pleasant and San Marcos facilities, together with the assets and properties of Seller located at or, as herein provided, deemed to be associated with each facility, are hereinafter collectively referred to as the "Facilities." The Facilities are used by Seller to engage in the business of developing, engineering, marketing, selling, and supporting the products listed on Annexes I and II to Schedule 7.6 hereto (the "Business"). Purchaser desires to purchase substantially all of the assets and properties of the Business (including the Facilities), and Seller desires to sell such assets and properties, on the terms and subject to the conditions set forth in this Agreement.

Terms

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section in each case:

1.1.1 "Acquired Assets" means all of Seller's and its Affiliates' right, title, and interest in, under and to all of the assets, properties and rights constituting, or primarily used in, the Business as a going concern of every kind, nature and description existing on the Closing Date other than the Excluded Assets, wherever such assets are located and whether such assets are real, personal or mixed, tangible or intangible, and whether or not any of such assets have any value for accounting purposes or are carried or reflected on or specifically referred to in Seller's books or financial statements, including all of the assets, properties and rights of the Business enumerated below:

TX1917 317-3

**ROBERT FLEZARANT / SAM MARCOS
LICENSES AGREEMENT SUMMARY**

OTHER PARTY	TYPE	PRODUCTS	TRADEMARK(S)
Var-Spe S.P.A.	PAT & Technical Assistance	Integral hydraulic variators	
Koshin-Racine (Koshin Seikoshu, Ltd.)	PAT, TM & Technical Assistance	Variable torque drag brakes Slip clutches	PERMA-TORK
Reliance Electric	TM & Technical Assistance	Hubs & bushings for flexible disc couplings	TAPER-LOCK
Wichita/T.I. Interlock	PAT, TM & Technical Assistance	Centrifugal clutches Flexible couplings	NLS DURA-FLEX
Daido-Sprag Ltd.	Trademark	Centrifugal clutches Couplings	FORMIFLEX
Daido-Sprag Ltd.	TM, Technical Assistance & Distribution	Transferred Product Lines Centrifugal clutches Hydraulic clutches Mechanical clutches	Transferred Trademarks DISC-O-TORQUE ROTO-CAN
		Remaining Product Lines Over-running clutches Reverse locking clutches	Remaining Trademarks FORMSPRAC

March 10, 1993

EXHIBIT H
PATENT LICENSE

In consideration of T.B. Wood's Sons Company purchase of certain assets from Dana Corporation, Dana hereby grants T.B. Woods an irrevocable, royalty-free, worldwide license under U.S. Patents 4,373,358 and 4,476,565, including all reissues thereof and all foreign patents corresponding thereto. This license is not assignable and may be sublicensed only to wholly owned subsidiaries of T.B. Wood's Sons Company.

DANA CORPORATION

By _____

Title _____

Date _____

TRADEMARK

REEL: 002380 FRAME: 0913

ACTIVE FOREIGN PATENTS

<u>CASE NO.</u>	<u>COUNTRY</u>	<u>PATENT #</u>	<u>STATUS</u>
0524	CANADA	1,067,725	EXPIRES: 12/11/96
0849	GR. BRITAIN	2,029,126	EXPIRES: 8/23/99 TAX DUE: 8/23/93
0849	JAPAN	1,527,585	EXPIRES: 8/24/99 TAX DUE: 3/13/94
1629	JAPAN	1,522,516	EXPIRES: 6/31/03 TAX DUE: 2/21/94

PENDING PATENT APPLICATIONS

<u>CASE NO.</u>	<u>COUNTRY</u>	<u>APPLN #</u>	<u>PENDING SINCE:</u>
3290	U.S.A.	785,027	10/30/91
3290	FRANCE	9,212,963	10/29/92 TAX DUE: 10/31/93
3290	GERMANY	P4236428.0	10/28/92 TAX DUE: 10/31/94
3290	JAPAN	304499/92	10/19/92

CASE 3290 TITLE: MAGNETICALLY ACTUATED TORQUE LIMITING COUPLING

NOTE: INACTIVE PATENTS ARE NOT LISTED, BUT ARE AVAILABLE.

POTENTIAL PATENTABLE IDEAS

Automate wear gap adjuster on Ransomes clutch
Clutch/Brake concept for Direct Edge chipper application
Dual back tension adjustment (spring set and spring rate)
for Strand Tensioner

AMB\MTPLP

MOUNT PLEASANT ACTIVE PATENT MATTERS

ACTIVE U.S. PATENTS

<u>CASE NO.</u>	<u>COUNTRY</u>	<u>PATENT #</u>	<u>STATUS</u>
0524	U.S.A.	4,075,902	EXPIRES: 2/28/95
0848	U.S.A.	4,152,617	EXPIRES: 5/01/96
0850	U.S.A.	4,206,837	EXPIRES: 6/10/97
0849	U.S.A.	4,239,092	EXPIRES: 12/16/97
1250	U.S.A.	4,310,322	EXPIRES: 1/12/99
1417	U.S.A.	4,327,301	EXPIRES: 4/27/99
1448	U.S.A.	4,357,806	EXPIRES: 11/09/99
1629	U.S.A.	4,445,058	EXPIRES: 4/24/01 TAX DUE: 10/24/95
1871	U.S.A.	4,523,917	EXPIRES: 6/18/02 TAX DUE: 12/18/96
1794	U.S.A.	4,556,258	EXPIRES: 12/03/02 TAX DUE: 6/03/93
2110-1 (CON)	U.S.A.	4,857,033	EXPIRES: 8/15/06 TAX DUE: 2/15/97
2112	U.S.A.	4,694,946	EXPIRES: 9/22/04 TAX DUE: 3/22/95
3207	U.S.A.	5,160,004	EXPIRES: 11/03/09 TAX DUE: 5/03/96

NOTE: ALL ACTIVE U.S. PATENT COVER SHEETS ARE ATTACHED.