

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
Wells Fargo Foothill, Inc.		12/31/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	TB Wood's Enterprises, Inc.
Street Address:	1011 Centre Road
Internal Address:	Suite 322
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19805
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75280015	E-FLOW
Serial Number:	73491494	E-TRAC
Serial Number:	75273178	E-TROL+PLUS
Serial Number:	75272935	IMD
Serial Number:	78329999	PDA-TRAC
Serial Number:	78052072	PETRO-TRAC
Serial Number:	75272936	S-TRAC
Serial Number:	74104389	SUPERSTART
Serial Number:	72300318	ULTRACON
Serial Number:	75273179	ULTRACON II
Serial Number:	75559570	ULTRA-HELIX
Serial Number:	78306778	WIN-TRAC

CORRESPONDENCE DATA

900095223

**TRADEMARK
 REEL: 003687 FRAME: 0010**

CH \$315.00 75280015

Fax Number: (248)203-0763
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (248) 203-0822
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Correspondent Name: William F. Kolakowski III
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ATTORNEY DOCKET NUMBER:	065516-0001
NAME OF SUBMITTER:	William F. Kolakowski III
Signature:	/William F. Kolakowski III/
Date:	12/31/2007

Total Attachments: 4
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LIMITED RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

THIS LIMITED RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of December 31, 2007 (this "Limited Release"), is made by Wells Fargo Foothill, Inc., (a) in its capacity as administrative agent (in such capacity, the "Agent"), for itself and for the lenders (the "Lenders") party to that certain Credit Agreement, dated as of November 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Altra Industrial Motion, Inc. and its subsidiaries party thereto, as borrowers (collectively, the "Borrowers"), the Agent and the Lenders, (b) in its capacity as administrative agent under that certain Security Agreement, dated as of November 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers, other subsidiaries of Altra Industrial Motion, Inc. party thereto (together with the Borrowers, the "Grantors"), and the Agent, and (c) in its capacity as administrative agent under that certain Trademark Security Agreement, dated as of April 5, 2007 (as amended, restated, supplemented or otherwise modified from time to time and filed with the U.S. Patent and Trademark Office on April 12, 2007 (application number, 900074318A), the "Trademark Security Agreement"), among the Grantors and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and the Trademark Security Agreement, the Grantors granted to the Agent a security interest in certain of the Grantors' trademarks, including the trademarks set forth on Schedule 1 hereto, including the registrations and pending applications therefore and goodwill of the Grantors' business symbolized thereby (collectively, the "Applicable Trademark Collateral");

WHEREAS, pursuant to a Purchase Agreement dated as of December 18, 2007, among TB Wood's Incorporated, TB Wood's Enterprises, Inc., Altra Holdings, Inc., Vacon, Inc. and Vacon PLC (the "Purchase Agreement"), TB Wood's Incorporated, Plant Engineering Consultants, LLC and TB Wood's Enterprises, Inc. have sold certain assets, including the Applicable Trademark Collateral set forth on Schedule 1 hereto, and the Agent and the Lenders have consented to such sale and agreed to release the Agent's security interest in the sold assets (including the Applicable Trademark Collateral set forth on Schedule 1 hereto), pursuant to a Waiver and Consent Under Credit Agreement and Limited Release Under Security Agreement dated as of December 18, 2007; and


WHEREAS, the Agent wishes to further evidence the release of all its security interest in, to and under the Applicable Trademark Collateral set forth on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does, for itself and for the Lenders, hereby release all of its security interest in, to and under the Applicable Trademark Collateral set forth on Schedule 1 hereto, and discharges, quit claims and relinquishes (in each case without recourse and without any representation or warranty) any and all right, title and interest it has in, to and under the Applicable Trademark Collateral set forth on Schedule 1 hereto (it being understood and agreed that other than the Applicable Trademark Collateral set forth on Schedule 1 hereto, the Agent and the Lenders have not released their security interest in, to and under any other Trademarks covered by the Security Agreement and the Trademark Security Agreement, and the Agent and the Lenders continue to have a perfected security in, to and under all such other Trademarks covered by the Security Agreement and the Trademark Security Agreement).

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IN WITNESS WHEREOF, the Agent has caused this Limited Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

WELLS FARGO FOOTHILL, INC., as
Agent

By: 
Name: William J. Reed, Jr.
Title: VP

[SIGNATURE PAGE OF SECOND LIEN LIMITED TRADEMARK RELEASE]

660231

SCHEDULE I
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
TB Wood's Enterprises, Inc.	United States	E-FLOW	75/280,015/ 2,169,361	4/23/1997/ 6/30/1998
TB Wood's Enterprises, Inc.	United States	E-trAC (Stylized)	73/491,494/ 1,333,061	7/24/1984/ 4/30/1985
TB Wood's Enterprises, Inc.	United States	E-TROL+PLUS	75/273,178/ 2,156,683	4/11/1997/ 5/12/1998
TB Wood's Enterprises, Inc.	United States	IMD	75/272,935/ 2,261,432	4/11/1997/ 7/13/1999
TB Wood's Enterprises, Inc.	United States	PDA-TRAC	78/329,999 2,986,366	11/19/2003/ 8/16/2005
TB Wood's Enterprises, Inc.	United States	PETRO-TRAC	78/052,072/ 2,641,082	3/8/2001/ 10/22/2002
TB Wood's Enterprises, Inc.	United States	S-TRAC	75/272,936/ 2,257,668	4/11/1997/ 6/29/1999
TB Wood's Enterprises, Inc.	United States	SUPERSTART	74/104,389/ 1,686,040	10/9/1990/ 5/12/1992
TB Wood's Enterprises, Inc.	United States	ULTRACON	72/300,318/ 862,655	6/13/1968/ 12/31/1968
TB Wood's Enterprises, Inc.	United States	ULTRACON II	75/273,179/ 2,150,835	4/11/1997/ 4/14/1998
TB Wood's Enterprises, Inc.	United States	ULTRA-HELIX	75/559,570/ 2,351,349	9/25/1998/ 5/23/2000
TB Wood's Enterprises, Inc.	United States	WIN-TRAC	78/306,778/ 2,961,309	9/29/2003/ 6/7/2005

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