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Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|---------------------------|
| TB Wood's Enterprises, Inc. | | 12/31/2007 | CORPORATION: DELAWARE |
| TB Wood's, Inc. | | 12/31/2007 | CORPORATION: PENNSYLVANIA |

RECEIVING PARTY DATA

| Name: | Vacon, Inc. |
|-----------------|---------------------------|
| Street Address: | 3181 Black Gap Road |
| City: | Chambersburg |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 17202 |
| Entity Type: | CORPORATION: PENNSYLVANIA |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 2169361 | E-FLOW |
| Registration Number: | 1333061 | E-TRAC |
| Registration Number: | 2156683 | E-TROL+PLUS |
| Registration Number: | 2261432 | IMD |
| Registration Number: | 2986366 | PDA-TRAC |
| Registration Number: | 2641082 | PETRO-TRAC |
| Registration Number: | 2257668 | S-TRAC |
| Registration Number: | 1686040 | SUPERSTART |
| Registration Number: | 0862655 | ULTRACON |
| Registration Number: | 2150835 | ULTRACON II |
| Registration Number: | 2351349 | ULTRA-HELIX |
| Registration Number: | 2961309 | WIN-TRAC |

CORRESPONDENCE DATA

TRADEMARK
900098758 REEL: 003716 FRAME: 0923

Fax Number: (215)405-3789

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2159772189

Email: Inocella@wolfblock.com

Correspondent Name: Wolf Block Schorr and Solis-Cohen, LLP

Address Line 1: 1650 Arch Street

Address Line 2: 22nd Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

| ATTORNEY DOCKET NUMBER: | VAC012-247705 |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | Ephraim Schmeidler |
| Signature: | /ephraimschmeidler/ |
| Date: | 02/11/2008 |

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is made as of December 31, 2007 by and between TB Wood's Enterprises, Inc., a Delaware corporation, and TB Wood's, Inc., a Pennsylvania corporation (collectively, "Assignors") and Vacon, Inc. ("Assignee"), a Pennsylvania corporation.

WHEREAS, Assignors and Assignee are parties to a Purchase Agreement dated December 18, 2007 ("Purchase Agreement") in which Assignors agree to sell to Assignee the Purchased Intellectual Property (as defined in the Purchase Agreement) including, without limitation (i) the patents and patent applications, (ii) the trademarks, service marks and registrations and applications for registration of the trademarks and service marks, and (iii) the internet domain names, all as listed on Schedule A attached hereto and (iv) the other Intellectual Property (as defined in the Purchase Agreement) listed on Schedule B attached hereto.

NOW THEREFORE, in consideration of the promises and covenants contained herein and in the Purchase Agreement and for other good and valuable consideration, the parties agree as follows:

1. ASSIGNMENT OF RIGHTS.

Assignors hereby irrevocably sell, convey, transfer, assign and deliver unto Assignee, its successors and assigns, Assignors' entire right, title, and interest throughout the world in and to the Purchased Intellectual Property including:

- (a) the patents and patent applications listed on Schedule A attached hereto including the underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, and the right to claim the priority date of the patent applications and any legal United States or foreign equivalents thereof, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of the patent applications, or re-issues re-examinations, substitutes or extensions of the patents;
- (b) the trademarks and service marks and the registrations and applications for registration of the trademarks and service marks listed on Schedule A attached hereto together with the goodwill of the business symbolized thereby;
 - (c) the internet domain names listed on Schedule A attached hereto; and
 - (d) the other Intellectual Property listed on Schedule B attached hereto.

2. PAST, PRESENT AND FUTURE LITIGATION RIGHTS.

Assignors hereby acknowledge that, from and after the date of this Agreement, Assignee succeeds to, and Assignors relinquish exclusively to Assignee, all of Assignors' right and standing to receive all rights and benefits pertaining to the Purchased Intellectual Property, institute and prosecute all suits and proceedings, and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or

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interest of any kind under any and all of the Purchased Intellectual Property, including, without limitation, the right (i) to sue for all past, present and future infringements, misappropriations or other violations of any rights relating to the Purchased Intellectual Property and (ii) to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the Purchased Intellectual Property.

3. FURTHER ASSISTANCE.

Assignors shall, for no additional consideration, execute and deliver any and all papers and do all lawful acts that may be reasonably necessary or desirable to perfect the rights, titles, and interests to the Purchased Intellectual Property conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Assignment with any applicable United States or foreign government office. Assignors further agree to provide assistance as may be reasonably necessary in connection with any proceeding affecting the right, title or interest of Assignee in and to the Purchased Intellectual Property, including providing testimony in any such proceeding as reasonably necessary and appropriate. Assignee will reimburse Assignors for any and all out of pocket costs reasonably incurred by Assignors in performance of their obligations under this Section 3.

2

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

| TB WOOD'S INCORPORATED | VACON, INC. |
|--|---------------|
| D. 11/1/2 / 1/2/1/1/1/1/1/1/1/1/1/1/1/1/1/ | Davis |
| By://////////////////////////////////// | Ву:: |
| Name: Michael L. Hurt | Name: |
| Title: Chief Executive Officer | Title: |
| | 1 |
| | |
| TB WOOD'S ENTERPRISES, INC. | <u>^</u> = |
| By: //www.loud./ | |
| Name::Michael L. Hurt | |
| Title: Chief Executive Officer | |

[IP Assignment]

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

| I'B WOOD'S INCORPORATED | VACON, INC. |
|--------------------------------|---------------------|
| | - |
| D. | |
| By: <u>:</u> | By: |
| Name:: Michael L. Hurt | Name: Dan Isalition |
| | * |
| Title: Chief Executive Officer | Title: Wester |
| | |
| TB WOOD'S ENTERPRISES, INC. | |
| | |
| By:: | |
| Name:: Michael L. Hurt | |
| Title: Chief Enganties Offices | |
| Title: Chief Executive Officer | |

[IP Assignment]

SCHEDULE A

I. Patents and Patent Applications

| Country | Patent No. Issue Date | Issue Date | App. No. | App. No. Filing Date Title/Notes | Title/Notes | Record Owner |
|------------------------------------|-------------------------|------------|-----------------------|----------------------------------|---|----------------------------|
| United States D343387 01/18/1994 | D343387 | 01/18/1994 | 07/703,338 | 07/703,338 05/21/1991 | Housing for Motor Control Equipment | TB Woods, Inc. |
| United States 6,311,920 11/06/2001 | 6,311,920 | 11/06/2001 | 09/355,713 08/03/1999 | | Precision Winding Method and Apparatus | TB Woods Enterprises, Inc. |

II. Trademarks/Service Marks Registrations and Applications

| Country | Reg. No. | Reg. Date | App. No. | Filing Date | <u>Mark</u> | Record Owner |
|---------------|-----------------------|------------|-----------------------|-------------|----------------------------|----------------------------|
| United States | 2,169,361 | 06/30/1998 | 75/280,015 | 04/23/1997 | E-FLOW | TB Woods Enterprises, Inc. |
| United States | 1,333,061 | 04/30/1985 | 73/491,494 | 07/24/1984 | E-TRAC & Design (stylized) | TB Woods Enterprises, Inc. |
| United States | 2,156,683 | 05/12/1998 | 75/273,178 | 04/11/1997 | E-TROL+PLUS | TB Woods Enterprises, Inc. |
| United States | 2,261,432 | 02/13/1999 | 75/272,935 | 04/11/1997 | IMD | TB Woods Enterprises, Inc. |
| | TMA669,532 08/09/2006 | | 1,210,875 | 03/24/2004 | PDA-TRAC | TB Woods Enterprises, Inc. |
| | 862222 | 11/30/2004 | 652272 | 04/21/2004 | PDA-TRAC | TB Woods Enterprises, Inc. |
| United States | 2,986,366 | 08/16/2005 | 78/329,999 11/19/2003 | 11/19/2003 | PDA-TRAC | TB Woods Enterprises, Inc. |
| United States | 2,641,082 | 10/22/2002 | 78/052,072 | 03/08/2001 | PETRO-TRAC | TB Woods Enterprises, Inc. |

III. Internet Domain Names

| Domain Name | Owner |
|----------------------|----------------|
| accontrol.com | TB Woods, Inc. |
| pecdirect.com | TB Woods, Inc. |
| bergeselectronic.com | TB Woods, Inc. |

| bergeselectronics.com | TB Weods, Inc. |
|---------------------------------|----------------|
| ultrahelix.net | TB Woods, Inc. |
| ultrahelix.org | TB Woods, Inc. |
| plantengineeringconsultants.com | TB Woods, Inc. |
| acdriverepair.com | TB Woods, Inc. |

RECORDED: 02/11/2008