

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Baldor Electric Company		03/31/2010	COMPANY: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	5H Investments, Inc.		
<b>Street Address:</b>	3300 10th St.		
<b>City:</b>	Columbus		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47201		
<b>Entity Type:</b>	CORPORATION: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0616783	MASTER	
Registration Number:	2995897	MASTER	
Registration Number:	0540777	MOTO DRIVE	
Registration Number:	0626517	REEVES	
Registration Number:	1773418	ULTIMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(864)235-8900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	864-242-8200		
<b>Email:</b>	mlux@wyche.com		
<b>Correspondent Name:</b>	Melinda Davis Lux		
<b>Address Line 1:</b>	44 East Camperdown Way		
<b>Address Line 4:</b>	Greenville, SOUTH CAROLINA 29601		
<b>ATTORNEY DOCKET NUMBER:</b>	20257.0001		

OP \$140.00 0616783

NAME OF SUBMITTER:	Melinda Davis Lux
Signature:	/Melinda Davis Lux/
Date:	04/07/2010
<b>Total Attachments: 3</b> source=Trademark and Service Mark Assign-Baldor and 5H (00455217)#page1.tif source=Trademark and Service Mark Assign-Baldor and 5H (00455217)#page2.tif source=Trademark and Service Mark Assign-Baldor and 5H (00455217)#page3.tif	

## TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark and Service Mark Assignment (this "Assignment") is effective as of March 31, 2010, by and between Baldor Electric Company, a Missouri corporation ("Assignor"), and 5H Investments, Inc., a South Carolina corporation ("Assignee").

In consideration of the mutual promises, covenants, and agreements contained in the Asset Purchase Agreement effective as of the date hereof between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor and Assignee agree as follows (all capitalized terms not otherwise defined in this Assignment shall have such meaning as set forth in the Asset Purchase Agreement):

1. Assignor has obtained rights and ownership in and to certain trade names, service marks, and trademarks, which are more particularly listed on Exhibit A attached hereto (collectively, the "Trademarks").

2. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, including, without limitation, all goodwill of the business symbolized by the Trademarks.

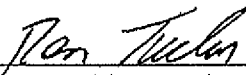
3. Assignor shall take whatever further action is deemed necessary or appropriate by Assignee to effect properly and completely the transfer to Assignee of the Trademarks and to establish full ownership of the Trademarks by Assignee.

4. This Assignment shall be construed in accordance with the laws of the State of South Carolina, without regard to the principles of conflicts of law thereunder.

5. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or electronic transmission in pdf format shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or by electronic transmission in pdf format shall be deemed to be their original signatures for all purposes.

**BALDOR ELECTRIC COMPANY**

**5H INVESTMENTS, INC.**

By:   
Name: Ronald E. Tucker  
Title: President

By: \_\_\_\_\_  
Name: Michael Cinquemani  
Title: President

BALDOR ELECTRIC COMPANY

SH INVESTMENTS, INC.

By: \_\_\_\_\_  
Name: Ronald E. Tucker  
Title: President

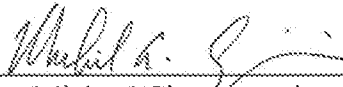
By:  \_\_\_\_\_  
Name: Michael Cingolani  
Title: President

Exhibit A

<u>Trademark</u>	<u>Serial No./Registration No.</u>	<u>Registration Date</u>	
<i>Mark</i>	<i>Country</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
APG		Unregistered	
Custom Classics		Unregistered	
Junior Pulleys		Unregistered	
Master XL		Unregistered	
Senior Pulleys		Unregistered	
MASTER	USA	616783	11-29-1955
MASTER in octagon design	USA	2995897	9-13-2005
MOTO DRIVE	USA	540777	4-10-1951
REEVES	Australia	A2219557	3-1-1972
REEVES	Austria	37600	10-21-1957
REEVES	Benelux	58402	5-11-1973
REEVES	Canada	TMA117471	4-8-1960
REEVES	Denmark	VR195801359	7-19-1958
REEVES	France	1207222	8-20-1957
REEVES	Germany	716314	8-13-1957
REEVES	Italy	782348	7-29-1958
REEVES	Japan	552473	7-4-1960
REEVES	Mexico	140503	2-9-1968
REEVES	Mexico	136178	6-2-1967
REEVES	Portugal	145166	1-14-1958
REEVES	Spain	323801	12-14-1957
REEVES	Spain	901161	9-5-1979
REEVES	Switzerland	2P-279278	11-12-1975
REEVES	Taiwan	93241	11-1-1977
REEVES	USA	626517	5-8-1956
REEVES	Venezuela	91787F	9-3-1979
REEVES	Viet Nam	13845	10-19-1994
REEVES design	Brazil	720141893	10-27-1981
ULTIMA	USA	1773418	5-25-1993