

**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
Philadelphia Gear Corporation		07/01/2011	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Timken Gears & Services Inc.
<b>Street Address:</b>	1835 Dueber Avenue, S.W.
<b>City:</b>	Canton
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44706
<b>Entity Type:</b>	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	0993828	GEAR PAK
Registration Number:	0997278	PHILADELPHIA
Registration Number:	2926858	PHILADELPHIA
Registration Number:	2858849	PHILADELPHIA GEAR CORPORATION
Registration Number:	2918772	PHILADELPHIA GEAR
Registration Number:	3007179	PHILADELPHIA GEAR LOCAL SERVICE. NATIONAL SUPPORT. GLOBAL EXPERTISE.
Registration Number:	1006856	SYNCHRODRIVE
Registration Number:	0928665	SYNCHROTORQUE
Registration Number:	2940979	UNIVERSAL COOLING TOWER DRIVE
Registration Number:	2966299	WESTECH
Registration Number:	2444703	WESTERN GEAR
Registration Number:	2910298	PHILADELPHIA GEAR
Registration Number:	1611562	RAPIDGEAR
Registration Number:	1648351	RAPIDGEAR REPAIR

**TRADEMARK**

Registration Number:	3575352	PHILADELPHIA GEAR OTS ONSITE TECHNICAL SERVICES
Registration Number:	3302272	CORE

**CORRESPONDENCE DATA**

Fax Number: (414)277-0656  
Phone: 414-271-6560  
Email: jltreml@michaelbest.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Lori S. Meddings  
Address Line 1: 100 East Wisconsin Avenue, Suite 3300  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	025945-9269 US00
NAME OF SUBMITTER:	Jaime L. Treml
Signature:	/jaime l. treml/
Date:	09/14/2011

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of July 1, 2011, is made by Philadelphia Gear Corporation, a Pennsylvania corporation located at 555 Croton Road, Suite 200, King of Prussia, Pennsylvania 19406 (“**Seller**”), in favor of Timken Gears & Services Inc., an Ohio corporation located at 1835 Dueber Ave, S.W., Mail Code: CNE-14, Canton, Ohio 44706 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of May 26, 2011 (the “**Asset Purchase Agreement**”).

Pursuant to the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with national, federal and state government authorities including, but not limited to, with respect to individual patents, registered trademarks and copyrights, applications for the foregoing and exclusive copyright licenses, the U.S. Patent and Trademark Office and the U.S. Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees as follows:

1. Assignment. Seller hereby conveys, transfers and assigns to Buyer all of Seller’s right, title and interest in and to the following:
  - (a) the trademark registrations and applications set forth in **Schedule A** hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof; provided that, with respect to only United States intent-to-use trademark applications and solely to the extent and during the period that the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, the transfer of such applications hereunder shall not be effective until after such period has expired;
  - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Seller authorizes the Commissioner for Trademarks and any other national, federal and state government officials to record and register this IP Assignment upon request by Buyer.
3. Amendments, Waivers. This IP Assignment may only be amended and modified by written instrument executed by each of the parties hereto.
4. Terms of the Asset Purchase Agreement. This IP Assignment is delivered pursuant to the Asset Purchase Agreement in order to effectuate the transfer of the Purchased Assets contemplated thereunder, and is not intended to change the terms of the Asset Purchase Agreement or increase either party's rights thereunder. In any conflict between the terms of the Asset Purchase Agreement and this IP Assignment, the terms of the Asset Purchase Agreement shall prevail.
5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original (including facsimile signatures), but all of such counterparts together shall be deemed to be one and the same instrument. The parties hereto may deliver this IP Assignment by telecopier machine/facsimile, and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.
6. Governing Law. This IP Assignment shall be governed and construed in accordance with the laws of the State of Ohio without reference to the conflict of laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**PHILADELPHIA GEAR CORPORATION**

By: Robert H. Strom  
Name: Robert H. Strom  
Title: Vice President

Address for Notices:  
c/o Wind River Holdings, L.P.  
555 Croton Road, Suite 200  
King of Prussia, Pennsylvania 19406  
Attn: General Counsel

AGREED TO AND ACCEPTED:

**TIMKEN GEARS & SERVICES INC.**

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

Address for Notices:  
c/o The Timken Company  
1835 Dueber Ave, S.W.  
Mail Code: CNE-14  
Canton, Ohio 44706  
Attn: Senior Vice President and General Counsel

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

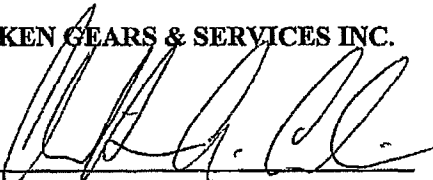
**PHILADELPHIA GEAR CORPORATION**

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

Address for Notices:  
c/o Wind River Holdings, L.P.  
555 Croton Road, Suite 200  
King of Prussia, Pennsylvania 19406  
Attn: General Counsel



AGREED TO AND ACCEPTED:



**TIMKEN GEARS & SERVICES INC.**

By:   
Name: Christopher Coughlin  
Title: President

Address for Notices:  
c/o The Timken Company  
1835 Dueber Ave, S.W.  
Mail Code: CNE-14  
Canton, Ohio 44706  
Attn: Senior Vice President and General  
Counsel

**SCHEDULE A**

<b>Type</b>	<b>Mark/Title</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Country</b>
Trademarks	GEAR PAK	72/459,164	993828	United States of America
Trademarks	PHILADELPHIA	73/011,509	997,278	United States of America
Trademarks	PHILADELPHIA	78/161,558	2,926,858	United States of America
Trademarks	PHILADELPHIA GEAR CORPORATION	78/161,557	2,858,849	United States of America
Trademarks	PHILADELPHIA GEAR CORPORATION & DESIGN  	78/175,970	2,918,772	United States of America
Trademarks	PHILADELPHIA GEAR  	78/175,361	3,007,179	United States of America
Trademarks	SYNCHRODRIVE	73/001,088	1,006,856	United States of America
Trademarks	SYNCHRTORQUE	72/374,872	928,665	United States of America
Trademarks	UNIVERSAL COOLING TOWER DRIVE	78/119,358	2940979	United States of America

Type	Mark/Title	Serial Number	Registration Number	Country
Trademarks	WESTECH	78/281,990	2,966,299	United States of America
Trademarks	WESTERN GEAR	75/423,391	2444703	United States of America
Trademarks	PHILADELPHIA GEAR	78/161,843	2910298	United States of America
Trademarks	RAPIDGEAR	74/010,468	1,611,562	United States of America
Trademarks	RAPIDGEAR REPAIR (stylized) 	74/075,599	1,648,351	United States of America
Trademarks	PHILADELPHIA GEAR OTS ONSITE TECHNICAL SERVICES & DESIGN 	77/470138	3,575,352	United States of America
Trademarks	CORE	78/897,181	3,2302,272	United States of America
Trademarks	P & G Design	622983	622,983	Australia
Trademarks	PHILADELPHIA GEAR CORPORATION	1152167	TMA700395	Canada
Trademarks	PHILADELPHIA GEAR	1152164	TMA682777	Canada
Trademarks	WESTERN GEAR	1283867	TMA692061	Canada
Trademarks	GEAR PAK	1152165	615,455	Canada



Type	Mark/Title	Serial Number	Registration Number	Country
Trademarks	PHILADELPHIA	1152166	TMA682778	Canada
Trademarks	SYNCHROTORQUE	1152160	614,026	Canada
Trademarks	SYNCHRODRIVE	1152161	614,210	Canada

Trademarks	WESTECH	1199332	TMA677659	Canada
Trademarks	RAPIDGEAR	1152162	609,196	Canada
Trademarks	PHILADELPHIA GEAR CORPORATION	S46-141830	1,107,922	Japan
Trademarks	PHILADELPHIA	567350	984,658	Mexico
Trademarks	SYNCHROTORQUE		374464	Mexico
Trademarks	RAPIDGEAR	567356	792,616	Mexico
Trademarks	SYNCHRODRIVE		374465	Mexico
Trademarks	WESTERN GEAR	758569	918,583	Mexico
Trademarks	WESTERN GEAR	758568	918,582	Mexico
Trademarks	WESTERN GEAR	758566	918,581	Mexico
Trademarks	GEAR PAK	567,357	779637	Mexico
Trademarks	PHILADELPHIA	567353	832,902	Mexico
Trademarks	PHILADELPHIA	567352	786,040	Mexico
Trademarks	PHILADELPHIA GEAR	129,283	575772	Mexico
Trademarks	PHILADELPHIA GEAR	141481	446,850	Mexico
Trademarks	PHILADELPHIA GEAR CORPORATION	567348	786,039	Mexico
Trademarks	PHILADELPHIA GEAR CORPORATION	567349	841,989	Mexico
Trademarks	PHILADELPHIA GEAR CORPORATION	567345	984,657	Mexico
Trademarks	PHILLY GEAR	567342	780,931	Mexico
Trademarks	PHILLY GEAR	567340	780,930	Mexico
Trademarks	PG PHILADELPHIA GEAR & Design	216801	488,239	Mexico
Trademarks	P & G Design	141,480	464,653	Mexico
Trademarks	PHILADELPHIA GEAR	95280	104369	United Arab Emirates (UAE)