

TRADEMARK ASSIGNMENT

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
A.O. SMITH CORPORATION		08/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	REGAL BELOIT EPC INC.
Street Address:	200 State Street
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	85346966	2GREEN
Serial Number:	78905872	4-IN-1
Serial Number:	73441860	CENTURION
Serial Number:	71052251	"CENTURY"
Serial Number:	73441276	CENTURY
Serial Number:	77095956	ECONOMASTER
Serial Number:	78658953	EMOD
Serial Number:	73084751	E-PLUS
Serial Number:	74400814	E-PLUS 3
Serial Number:	74400813	E-PLUS 3 SD
Serial Number:	72391783	FARM-RATED
Serial Number:	74217389	FLEX-48
Serial Number:	77459833	GREEN CHOICE
Serial Number:	77459839	GUARDIAN

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Serial Number:	78905855	HEATMASTER
Serial Number:	77459842	IMOTOR
Serial Number:	77459837	JUGGERNAUT
Serial Number:	78905876	MASTERFIT
Serial Number:	74054697	MOTOR DOCTOR
Serial Number:	74229895	MSC 700
Serial Number:	78909031	MULTIFIT
Serial Number:	75099586	SPEED ENGINEERED
Serial Number:	75696311	SPEED PLUS
Serial Number:	75733982	UNIVERSAL ELECTRIC
Serial Number:	85270760	VGREEN

CORRESPONDENCE DATA

Fax Number: (414)277-0656
Phone: 4142716560
Email: mkeipdocket@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: Ariana G. Voigt
Address Line 1: 100 East Wisconsin Avenue, Suite 3300
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 028460-7002 US00

NAME OF SUBMITTER: Ariana G. Voigt

Signature: /ariana g voigt/

Date: 10/25/2011

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is effective and entered into on this 22nd day of August, 2011, by and between A.O. SMITH CORPORATION, a Delaware corporation (“**Assignor**”) and REGAL BELOIT EPC INC., a Wisconsin corporation (“**Assignee**”).

WHEREAS, Assignor and Regal Beloit Corporation, a Wisconsin corporation, are parties to a certain Asset and Stock Purchase Agreement dated as of December 12, 2010 (“**Purchase Agreement**”), pursuant to the terms of which Assignor agreed to assign to Assignee all of Assignor’s right, title and interest in and to certain of the Assignor’s intellectual property (“**Purchased Intellectual Property**”);

WHEREAS, the Purchased Intellectual Property includes the trademarks and service marks listed on Schedule A attached hereto (such trademarks and service marks being referred to herein as the “**Marks**”);

WHEREAS, Assignor and Assignee are desirous of making this Agreement a matter of record in the U.S. Patent and Trademark Office and with any other appropriate foreign or international office or registrar.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby accept, the entire right, title and interest of Assignor in and to the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the Marks are used and all rights of enforcement and recovery for past, present or future infringements or unauthorized uses of the Marks.

Assignor will, at Assignee’s expense, cooperate with Assignee, including performance of any other actions, and the execution and delivery of any other documents, reasonably requested by Assignee and necessary or appropriate to give effect to the intent and terms of this Agreement.

The execution and delivery of this Assignment shall not, in any way, affect or limit the rights and obligations of Assignor and Assignee under, or enlarge, restrict or otherwise modify the terms of the Purchase Agreement.

This Agreement may be executed in counterpart copies and receipt by facsimile transmission of executed copies will be legally binding.

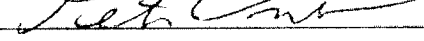
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IN TESTIMONY WHEREOF, the parties hereto have, through their duly authorized representatives, executed this Assignment, this 22nd day of August, 2011.

A.O. SMITH CORPORATION

REGAL BELOIT EPC INC.

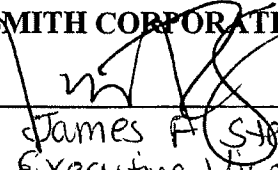
By: _____
Name:
Title:

By:  _____
Name:
Title:

IN TESTIMONY WHEREOF, the parties hereto have, through their duly authorized representatives, executed this Assignment, this 22nd day of August, 2011.

A.O. SMITH CORPORATION

REGAL BELOIT EPC INC.

By: 

By: _____

Name: James A. Stern

Name:

Title: Executive Vice President
General Counsel and
Secretary

Title:

EXHIBIT A

Schedule of Trademarks

Schedule A

No.	Title	Country	App. No	Reg. No.	Classes	Goods/Services
1	2GREEN	United States of America	85/346966		07 Int.	Electric motors for use with swimming pool pumps
2	4-IN-1	United States of America	78/905872	3219186	07 Int.	Electric motors for machines for the heating and air-conditioning market
3	CENTURION	China (People's Republic)	1253426	1253426	07 Int.	Electric current generator, engines other than for land vehicles, AC generators, generators, electric generators other than land vehicles, generating units, internal combustion engines for generator, components for internal combustion engines, components for electric motors other than land vehicles, components for generators, adjustors (machinery components)
4	CENTURION	United States of America	73/441860	1309691		AC Electrical motors and parts therefor
5	CENTURY	Argentina	2082279	1764443	07 Int.	Electric motors and fans
6	CENTURY	Argentina	2962332		07 Int.	Only electric engines and fans
7	CENTURY	Canada	075602	17686		Electric motors
8	CENTURY	China (People's Republic)	1253427	1253427	07 Int.	Electric current generator, engines other than for land vehicles, AC generators, generators, electric generators other than land vehicles, generating units, internal combustion engines for generator, components for internal combustion engines, components for electric motors other than land vehicles, components for generators, adjustors (machinery components)
9	CENTURY	Hong Kong	335/1925	335/1925	07 Int.	Fans and motors
10	CENTURY	Mexico	500144	15795	National Class 21	Electric motors and apparatus
11	CENTURY	Singapore	T3902792C	T3902792C	07 Int.	Electric motors (except for vehicles) and dynamos
12	CENTURY	Switzerland	878/1984	330769	07 Int.	Electric motors
13	CENTURY	Taiwan	067014397	112119	07 Int.	Electric motors and electric generators
14	CENTURY	United States of America	71/052251	083046	09 Int.	Electric motors
15	CENTURY	United States of America	73/441276	1348962	09 Int.	Electrical controls for electric motors and parts therefor
16	CENTURY	Venezuela	1969-000271	29488F	09 Int.	Electric motors
17	CENTURY 2000	China (People's Republic)	1225491	1225491	07 Int.	Electric current generator, engines other than for land vehicles, AC generators, generators, electric generators other than land vehicles, generating units, internal combustion engines for generator, components for internal combustion engines, components for electric motors other than land vehicles, components for generators, adjustors (machinery components)
18	CONSERVATIONIST	China (People's Republic)	5546601	5546601	07 Int.	Food preparation machines, electromechanical, kitchen machines electric, washing machines, driving motors other than for land vehicles, pumps (machines), compressors (machines), propulsion mechanisms other than for land vehicles, sewage pulverizers, mixing machines, shoe polishers, electric
19	ECONOMASTER	United States of America	77/095956	3481357	07 Int.	Electric motors for machines
20	EMOD	Canada	1449840	775263		Electric motor control units for use with swimming pool pumps

Schedule A

No.	Title	Country	App. No	Reg. No.	Classes	Goods/Services
21	EMOD	United States of America	78/658953	3164103	09 Int.	Electric motor control units for use with swimming pool pumps
22	E-PLUS	United States of America	73/084751	1068012	07 Int.	Electric motors
23	E-PLUS 3	United States of America	74/400814	1975152	07 Int.	Electric motors, other than for land vehicles
24	E-PLUS 3 SD	United States of America	74/400813	1975151	07 Int.	Electric motors, other than for land vehicles
25	FARM-RATED	United States of America	72/391783	945122	07 Int.	Electric motors
26	FLEX-48	United States of America	74/217389	1767183	07 Int.	Electric motors and generators for use with jetted tubs, pools and spas
27	GREEN CHOICE	United States of America	77/459833	3633969	07 Int.	Electric motors for high efficiency applications, namely, condenser fan motors for the heating and air-conditioning market
28	GUARDIAN	Canada	1449839	777969		Electric motor control units for use with swimming pool and spa pumps
29	GUARDIAN	European Community	008512519	008512519	09 Int.	Electric motor control units for use with swimming pool and spa pumps
30	GUARDIAN	United States of America	77/459839	3655639	09 Int.	Electric motor control units for use with swimming pool and spa pumps
31	HEATMASTER	United States of America	78/905855	3324342	07 Int.	Electric motors for the heating and air-conditioning market, namely condenser fan motors
32	IMOTOR	United States of America	77/459842	3537020	07 Int.	Electric motors for the heating and air-conditioning market, namely condenser fan motors
33	JUGGERNAUT	United States of America	77/459837	3537019	07 Int.	Electric motors for the air-conditioning market, namely condenser fan motors
34	MASTERFIT	United States of America	78/905876	3247086	07 Int.	Electric motors for use in machines in the heating and air-conditioning market
35	MOTOR DOCTOR	United States of America	74/054697	1762752	16 Int., 41 Int.	Column concerning alternating current electric motor selection, repair and maintenance appearing in newsletters, journals and magazines Educational services, namely conducting seminars, concerning alternating current electric motor selection, repair and maintenance
36	MSC 700	United States of America	74/229895	1791334	09 Int.	Electrical speed controls for electric motors
37	MULTIFIT	United States of America	78/909031	3459635	07 Int.	Electric motors for machines, namely outdoor condenser fan replacement motors
38	SPEED ENGINEERED	United States of America	75/099586	2100334	07 Int.	Electric motors for machines
39	SPEED PLUS	United States of America	75/696311	2464393	07 Int.	Electric motors
40	UNIVERSAL ELECTRIC	United States of America	75/733982	2580632	07 Int.	Fractional horsepower motors sold to original equipment manufacturer for centrifugal pumps, hot water pumps, carbonator pumps, blowers, fans, and solid state speed controls
41	UNIVERSAL ELECTRIC & Design	Canada	053408900	317245	07 Int., 09 Int., 12 Int.	Fractional horsepower electric motors, electric motors and blowers, electric motor repair parts, electric motor mounting brackets and parts therefor.

Schedule A

No.	Title	Country	App. No	Reg. No.	Classes	Goods/Services
42	UPPCO (STYLIZED)	China (People's Republic)	5546602	5546602	07 Int.	Food preparation machines, electromechanical, kitchen machines electric, washing machines, driving motors other than for land vehicles, pumps (machines), compressors (machines), propulsion mechanisms other than for land vehicles, sewage pulverizers, mixing machines, shoe polishers, electric
43	VGREEN	United States of America	85/270760		07 Int.	Electric motors, namely variable speed motors for swimming pool pumps