

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| REGAL BELOIT CORPORATION | | 12/05/2011 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | MIDWEST TRUCK & AUTO PARTS, INC. | | |
| Street Address: | 1001 W Exchange Ave. | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60609 | | |
| Entity Type: | CORPORATION: ILLINOIS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3658641 | EXCEL | |
| Registration Number: | 2199586 | LOCK-RIGHT | |
| Registration Number: | 2205169 | POWERTRAX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)551-1101 | | |
| Phone: | 312-551-8300 | | |
| Email: | ipdocket@pfs-law.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Patzik, Frank & Samotny Ltd. | | |
| Address Line 1: | 150 S. Wacker Drive | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 2576-132 | | |
| NAME OF SUBMITTER: | Jordan Herzog | | |

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|--|-----------------|
| Signature: | /Jordan Herzog/ |
| Date: | 12/07/2011 |
| Total Attachments: 4 source=TRADEMARK ASSIGNMENT 12 05 11#page1.tif source=TRADEMARK ASSIGNMENT 12 05 11#page2.tif source=TRADEMARK ASSIGNMENT 12 05 11#page3.tif source=TRADEMARK ASSIGNMENT 12 05 11#page4.tif | |

TRADEMARK ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, REGAL BELOIT CORPORATION, a Wisconsin corporation ("Assignor"), hereby sells, transfers, assigns, and conveys to MIDWEST TRUCK & AUTO PARTS, INC., an Illinois corporation ("Assignee"), the entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on the same in the future (collectively, the "Trademarks"), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor agrees without charge to Assignee but at Assignee's expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.


Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

This Trademark Assignment has been entered into in the State of Illinois and shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois without regard to its principles of conflicts of law.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

ASSIGNOR:

REGAL-BELOIT CORPORATION

By: 
Its: VP General Counsel

Date: December 5, 2011

SCHEDULE A

TRADEMARK REGISTRATIONS

| TRADEMARK | U.S. REGISTRATION NUMBER | REGISTRATION DATE |
|------------------|---------------------------------|--------------------------|
| EXCEL | 3658641 | July 21, 2009 |
| LOCK-RIGHT | 2199586 | October 27, 1998 |
| POWERTRAX | 2205169 | November 24, 1998 |

UNREGISTERED TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Double Diamond

No Slip

PTP

Richmond Gear

Sportsman

RICHMOND

WINNERS RUN RICHMOND!

DOUBLE DIAMOND QUALITY

LOCK RIGHT



