

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
Poulies Maska Inc.		08/29/2008	COMPANY: CANADA
RECEIVING PARTY DATA			
Name:	Baldor Electric Company		
Street Address:	5711 R.S. Boreham, Jr. Street		
City:	Fort Smith		
State/Country:	ARKANSAS		
Postal Code:	72901		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3349059	MASKA 4 FLEX	
Registration Number:	3282321	MASKA STARFLEX	
Registration Number:	2046044	MASKA	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(314) 552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Matthew J. Himich		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	Saint Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	37125-102916-18		
NAME OF SUBMITTER:	Matthew J. Himich		

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Signature:	/matthew j. himich/
Date:	05/24/2012
Total Attachments: 3 source=Asset Purchase Agreement#page1.tif source=Asset Purchase Agreement#page2.tif source=Asset Purchase Agreement#page3.tif	

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of the 29th day of August, 2008, by and among BALDOR ELECTRIC COMPANY, a Missouri corporation ("Baldor"), and POULIES MASKA INC., a company incorporated under the *Companies Act* (Quebec).

Unless otherwise set forth in this Agreement, all capitalized terms have the meaning set forth in the Share Purchase Agreement by and among Baldor, 9191-6239 Quebec Inc., Maska Canada, and the Shareholders, dated August 29, 2008 (the "Share Purchase Agreement").

WHEREAS, Maska Canada desires to sell to Baldor the assets set forth on Schedule 1 (the "Purchased Assets") on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, Baldor desires to accept such Purchased Assets on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, IN CONSIDERATION OF these premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

Purchase and Sale. Upon and subject to the terms and conditions hereof, for the consideration specified below, Maska Canada hereby transfers, assigns, delivers and conveys to Baldor, and Baldor hereby purchases and acquires from Maska Canada, as of and with effect immediately prior to the Closing, all of the right, title, benefit and interest of Maska Canada, directly or indirectly, to the extent such currently may exist, in and to the Purchased Assets as set forth on Schedule 1.

Consideration. The aggregate consideration to be paid by Baldor to Maska Canada in consideration for the sale, assignment, conveyance, transfer and delivery of the Purchased Assets, shall be the amount of THREE MILLION Canadian Dollars (CDN\$3,000,000) (the "Consideration"), to be paid via electronic fund transfer simultaneously with the execution of this agreement, which is deemed executed prior to the execution of and consummation of the transaction under the Share Purchase Agreement.

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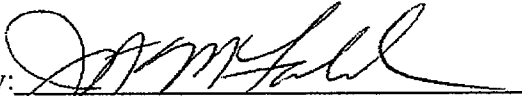
IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the day and year first above written.

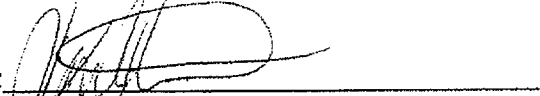
“Baldor”

“Maska Canada”

BALDOR ELECTRIC COMPANY

POULIES MASKA INC

By: 

By: 

Title: _____

Title: _____