

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/30/1994		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regal-Beloit Corporation		06/15/1994	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Regal-Beloit Corporation		
Street Address:	200 State Street		
City:	Beloit		
State/Country:	WISCONSIN		
Postal Code:	53511		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1247564	ELECTRA	
Registration Number:	1185457	LINE-O-POWER	
CORRESPONDENCE DATA			
Fax Number:	3146122323		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-621-5070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Tiffany L. Schwartz		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	23571-369		
NAME OF SUBMITTER:	Tiffany L. Schwartz		

Signature:	/t/s/
Date:	07/30/2013
Total Attachments: 4 source=15893032#page1.tif source=15893032#page2.tif source=15893032#page3.tif source=15893032#page4.tif	

RECEIVED
SECRETARY OF STATE
STATE OF WISCONSIN

ARTICLES OF MERGER

94 JUN 16 P3:20

01 R029623

02 2R0086

These Articles of Merger, by and between Regal-Beloit Corporation (a Wisconsin corporation) and survivor of the Merger, and Regal-Beloit Corporation (a Delaware corporation) known in Wisconsin under the fictitious name of Regal-Beloit Corporation-Wisconsin the merging corporation, state as follows:

1. The Agreement and Plan of Merger is attached to these Articles and labeled Exhibit A.

2. As to Regal-Beloit Corporation (a Wisconsin corporation), the Agreement and Plan of Merger was approved by shareholders in accordance with Section 180.1103 of the Wisconsin Business Corporation Law.

3. As to Regal-Beloit Corporation (a Delaware corporation) and pursuant to Sections 252(c) and 251(c) of the Delaware General Corporation Law, the Agreement was submitted to the stockholders at an annual meeting thereof for the purpose of acting on the Agreement. A holder of the majority of the outstanding stock entitled to vote thereon adopted the Agreement.

4. The Merger is effective at the close of business June 30, 1994, ~~or upon later completion of required filing and recording.~~

Dated this 15th day of June, 1994.

Regal-Beloit Corporation
(a Wisconsin corporation)

Attest:

Secretary

By:

President

JAMES L. PACKARD

Regal-Beloit Corporation
(a Delaware corporation)

Attest:

Secretary

By:

President

JAMES L. PACKARD

JUN 20 12:00PM

#.#

143194 EXPED 25

25.00

JUN 20 12:00PM

#.#

143193 DCORP-MI

100.00

(Corporate Seal)

This instrument was drafted by:

Gerald J. Berres, Attorney, Member #01007494
Vice President - General Counsel
Regal-Beloit Corporation

TRADEMARK

REEL: 005081 FRAME: 0315

Exhibit A

AGREEMENT AND PLAN OF MERGER

The AGREEMENT AND PLAN OF MERGER, made and entered into as of this 18th day of April, 1994, by and between Regal-Beloit Corporation, a Wisconsin corporation (the "SURVIVING CORPORATION"), and Regal-Beloit Corporation, a Delaware corporation (the "MERGING CORPORATION"). The MERGING CORPORATION and the SURVIVING CORPORATION are sometimes collectively referred to herein as the "CONSTITUENT CORPORATIONS".

RECITALS

The MERGING CORPORATION is a Delaware corporation having authorized capital consisting of 12,000,000 shares of Common Stock, no par value, of which 10,214,063 shares are issued and outstanding.

The SURVIVING CORPORATION is a Wisconsin corporation having authorized capital consisting of 25,000,000 shares of Common Stock, \$0.01 par value, of which 100 shares are issued and outstanding, all of which are owned by the MERGING CORPORATION.

The MERGING CORPORATION and the SURVIVING CORPORATION have determined it to be advisable for the MERGING CORPORATION to merge with and into the SURVIVING CORPORATION (the "MERGER") pursuant to the applicable provisions of the Wisconsin Business Corporation Law and the Delaware General Corporation Law on the terms hereinafter set forth, and the Boards of Directors of the MERGING and SURVIVING CORPORATIONS have each approved and adopted this AGREEMENT AND PLAN OF MERGER and authorized the execution hereof.

PLAN OF MERGER

In consideration of the premises, the parties hereto adopt and make this AGREEMENT AND PLAN OF MERGER and prescribed terms and conditions of such MERGER and the manner of carrying the same into effect, which shall be as follows:

1. Effective upon the later of (a) 5:00 P.M., Beloit time, on June 30, 1994 or (b) the filing of the later of Articles of Merger with the Office of the Wisconsin Secretary of State and a Certificate of Merger with the Office of the Delaware Secretary of State (such time and date, or filing as the case may be, being referred to herein as the "EFFECTIVE DATE"), the MERGING CORPORATION shall be merged with and into the SURVIVING CORPORATION.

2. The manner and basis of converting the issued and outstanding shares of the MERGING CORPORATION'S stock and the outstanding stock options granted under the MERGING CORPORATION'S stock incentive plans (the "INCENTIVE PLANS") into shares of stock, and stock options of the SURVIVING CORPORATION shall be as follows:

(a) At the EFFECTIVE DATE, each of the shares of stock of the MERGING CORPORATION issued and outstanding or held as treasury shares on the EFFECTIVE DATE shall, without any action on the part of either of

the CONSTITUENT CORPORATIONS or any holder of such shares, be converted into an equal number of fully paid and nonassessable shares of the Common Stock of the SURVIVING CORPORATION (subject to the liability under Section 180.0622(2)(b) of the Wisconsin Statutes).

(b) Each stock certificate which, prior to the EFFECTIVE DATE, represented issued shares of the MERGING CORPORATION shall be and become on the EFFECTIVE DATE, a certificate representing an identical number of shares of Common Stock of the SURVIVING CORPORATION, automatically by virtue of the MERGER and without any action on the part of the holder thereof.

(c) Each stock option granted by the MERGING CORPORATION (under or subject to the INCENTIVE PLANS of the MERGING CORPORATION) and outstanding immediately prior to the EFFECTIVE DATE shall, by virtue of the MERGER and without any action on the part of the holder thereof, be converted into and become a stock option, to purchase, upon the same terms and conditions, the number of shares of the SURVIVING CORPORATION'S Common Stock (subject to further adjustment as may be provided in the INCENTIVE PLANS) which is equal to the number of shares of the MERGING CORPORATION'S Common Stock which the holder thereof would have received had such holder exercised the option in full immediately prior to the EFFECTIVE DATE (whether or not such option was then exercisable). The price per share payable upon exercise under each of said options shall (subject to future adjustments as may be provided in the INCENTIVE PLANS) be equal to the exercise price per share thereunder immediately prior to the EFFECTIVE DATE. A number of shares of the SURVIVING CORPORATION'S Common Stock shall be reserved for issuance upon the exercise of options equal to the number of shares of the MERGING CORPORATION'S Common Stock so reserved immediately prior to the EFFECTIVE DATE.

INCENTIVE PLANS, and all outstanding stock options, thereunder, shall immediately prior to the EFFECTIVE DATE of the MERGER be amended to the extent necessary to permit continuance of the INCENTIVE PLANS and continuance and convergence of said stock options into those of the SURVIVING CORPORATION following the MERGER, notwithstanding any provisions heretofore contained in such INCENTIVE PLANS.

3. On the EFFECTIVE DATE, all of the shares of stock of the SURVIVING CORPORATION issued and outstanding on the EFFECTIVE DATE of the MERGER shall be cancelled and returned to the status of authorized but unissued shares.

4. On the EFFECTIVE DATE, each employee benefit plan and incentive compensation plan to which the MERGING CORPORATION is then a party shall be assumed by, and continue to be the plan of, the SURVIVING CORPORATION. To the extent any employee benefit plan or incentive compensation plan of the MERGING CORPORATION or any of its subsidiaries provides for the issuance or purchase of, or otherwise relates to, the MERGING CORPORATION'S Common Stock, after the EFFECTIVE DATE such plan shall be deemed to provide for the issuance or purchase of, or otherwise relate to, the SURVIVING CORPORATION'S Common Stock upon the same terms and conditions.

5. The Officers and Directors of the SURVIVING CORPORATION on the EFFECTIVE DATE shall be and continue to be the Officers and Directors of the SURVIVING CORPORATION thereafter, until their successors are duly appointed or elected.

6. The Articles of Incorporation and Bylaws of the SURVIVING CORPORATION, as they exist immediately prior to the EFFECTIVE DATE, shall remain in effect as the Articles of Incorporation and Bylaws of the SURVIVING CORPORATION thereafter, unaffected by the MERGER.

7. On the EFFECTIVE DATE, the MERGING CORPORATION shall be merged with and into the SURVIVING CORPORATION, which shall continue its corporate existence under the laws of the State of Wisconsin. The separate existence and corporate organization of the MERGING CORPORATION shall cease upon the EFFECTIVE DATE, and the SURVIVING CORPORATION shall possess all of the rights, privileges, immunities and franchises, as well as those of a public or of a private nature, of each of the CONSTITUENT CORPORATIONS; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choices in action, and all and every other interest, of or belonging to or due to each of the CONSTITUENT CORPORATIONS, shall be taken and deemed to be transferred to and vested in the SURVIVING CORPORATION without further act or deed; and the title to any real estate or any interest therein, vested in either of the CONSTITUENT CORPORATIONS shall not revert or be in any way impaired by reason of such MERGER. The SURVIVING CORPORATION shall thenceforth be responsible and liable for all the liabilities and obligations of each of the CONSTITUENT CORPORATIONS, and any claims existing or action or proceeding pending by or against a CONSTITUENT CORPORATIONS may be prosecuted to judgment as if such MERGER had not taken place. Neither the rights of creditors nor any liens upon the property of either CONSTITUENT CORPORATION shall be impaired by the MERGER.

8. This AGREEMENT AND PLAN OF MERGER shall be submitted to the shareholders of each of the CONSTITUENT CORPORATION'S hereto in accordance with the applicable provisions of law, and the consummation of the MERGER herein provided for is conditioned upon the approval and adoption hereof by the shareholders of the respective parties as provided by law.

9. This AGREEMENT AND PLAN OF MERGER and the MERGER herein contemplated may be abandoned by the Board of Directors of either of the CONSTITUENT CORPORATIONS at any time prior to the EFFECTIVE DATE. This AGREEMENT may be amended, modified or supplemented at any time (before or after shareholder approval) prior to the EFFECTIVE DATE with the mutual consent of the Boards of Directors of the MERGING CORPORATION and the SURVIVING CORPORATION; provided, however, that this AGREEMENT may not be amended, modified, or supplemented after it has been approved by the MERGING CORPORATION'S shareholders in any manner which, in the judgment of the Board of Directors of the MERGING CORPORATION, would have a material adverse effect on the rights of the MERGING CORPORATION'S shareholders or in any manner not permitted under applicable law.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT AND PLAN OF MERGER to be executed by their duly authorized officers, all as of the day and year first above written.

REGAL-BELOIT CORPORATION,
a Delaware Corporation

REGAL-BELOIT CORPORATION,
a Wisconsin Corporation

By: /s/ James L. Packard
Chairman of the Board

By: /s/ James L. Packard
Chairman of the Board

Attest: /s/ Gerald J. Berres
Secretary

Attest: /s/ Gerald J. Berres
Secretary