

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regal Beloit America, Inc.		06/01/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Rotork Controls Inc.		
Street Address:	675 Mile Crossing Boulevard		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14624		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2891214	MASTERGEAR	
CORRESPONDENCE DATA			
Fax Number:	5034594141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	503-459-4141		
Email:	harnett@ahmrt.com, mccoym@ahmrt.com, isaac@ahmrt.com, gladwin@ahmrt.com		
Correspondent Name:	Alleman Hall McCoy Russell & Tuttle LLP		
Address Line 1:	806 SW Broadway		
Address Line 2:	Suite 600		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	B. Anna McCoy		
SIGNATURE:	/B. Anna McCoy/		
DATE SIGNED:	11/22/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective June 1, 2016, is made by REGAL BELOIT AMERICA, INC., a Wisconsin corporation with an address at 5560 East Buss Road, Clinton, Wisconsin 53525 ("Regal"), in favor of ROTORK CONTROLS INC., a Delaware corporation with an address at 675 Mile Crossing Boulevard, Rochester, New York 14624 ("RCI") and the purchaser of certain assets of Regal pursuant to that certain Purchase Agreement, dated as of April 28, 2016 (the "Purchase Agreement"), by and among Regal, Construzioni Meccaniche Legnanesi SRL, Rotor Beheer B.V., Regal-Beloit Sinya Motors (Changzhou) Co. LTD., RCI, Rotork Italy Holdings S.R.L., and Rotork Actuation (Shanghai) Co. LTD (China).

WHEREAS, under the terms of the Purchase Agreement, Regal has conveyed, transferred and assigned to RCI, among other assets, certain intellectual property of Regal, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Regal agrees as follows:

1. Assignment. For good and valuable consideration, including, without limitation, the consideration provided to it pursuant to the terms of the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Regal hereby irrevocably conveys, transfers and assigns to RCI all of Regal's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Regal 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 and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable 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 and Further Actions. Regal hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by RCI. Following the date hereof, upon RCI's reasonable request, Regal shall take such steps and actions, and provide such cooperation and assistance to RCI and

its successors, assigns and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademark to RCI, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities in it relating to the Assigned Trademark are incorporated herein by this reference. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Electronic Execution. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS.]

Schedule 1

Assigned Trademark Registrations and Applications

Mark	Serial No.	Reg. No. / App. No.	Reg. Date / App. Date
MASTERGEAR	78229842	2891214	October 5, 2004