

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerson Electric Co.		01/30/2015	CORPORATION: MISSOURI
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:	1392953	TORQ GARD	
Registration Number:	2384932	TORQ/GARD	
CORRESPONDENCE DATA			
Fax Number:	3147267501		
<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:	314-726-7500		
Email:	jewefile@hdp.com		
Correspondent Name:	Joseph E. Walsh, Jr.		
Address Line 1:	7700 Bonhomme, Suite 400		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	5243-501595		
NAME OF SUBMITTER:	Joseph E. Walsh, Jr.		
SIGNATURE:	/Joseph E. Walsh, Jr./		
DATE SIGNED:	03/03/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of January 30, 2015, is made and entered into by and between Emerson Electric Co., a Missouri corporation (“**Assignor**”), and Regal Beloit Corporation, a Wisconsin corporation (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (defined below).

WHEREAS, pursuant to an Asset and Stock Purchase Agreement dated as of December 13, 2014 (the “**Original Agreement**”), Assignee is acquiring from Assignor and its Subsidiaries the Shares and the Purchased Assets, including the Assigned Trademarks (defined below); and

WHEREAS, Assignor and Assignee amended and restated the terms and conditions of the Original Agreement and entered into an Amended and Restated Asset and Stock Purchase Agreement (the “**Purchase Agreement**”) dated as of January 30, 2015.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to:

(a) the registered trademarks and trademark applications listed on Schedule 1 attached hereto (the “Assigned Trademarks”);

(b) the goodwill associated with or otherwise symbolized by the Assigned Trademarks; and

(c) the right to sue for past infringement and to keep for itself any recovery derived from any such infringement of the Assigned Trademarks.

2. As further set forth in the Purchase Agreement, Assignor shall, at Assignee’s reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

3. This Assignment shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

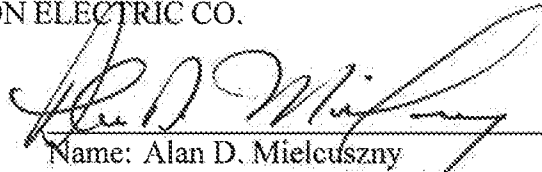
4. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

EMERSON ELECTRIC CO.

By:



Name: Alan D. Mielcuszny

Title: Vice President, Development

REGAL BELOIT CORPORATION

By:

Name: Peter Underwood

Title: Vice President, General Counsel and Secretary

[Signature Page to Trademark Assignment Agreement]

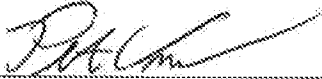
**TRADEMARK
REEL: 005470 FRAME: 0321**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

EMERSON ELECTRIC CO.

By: _____
Name:
Title:

REGAL BELOIT CORPORATION

By:  _____
Name: Peter Underwood
Title: Vice President, General Counsel and Secretary

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

Assigned Trademarks

Mark	Country	Status	Appl. No.	Reg. No.
SEALMASTER & Design	Bangladesh	Registered	1995	1995
TORQ GARD & Design	United States of America	Registered	73/480927	1392953
TORQ GARD & Design	Korea, Republic of	Registered	250371994	400323767
TORQ GARD & Design	China (People's Republic)	Registered	94103573	864182
TORQ GARD & Design	Taiwan	Registered	08350081	00687096
TORQ/GARD	United States of America	Registered	75/639683	2384932