

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427022

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
RESUBMIT DOCUMENT ID:	900404854		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novatorque, Inc.		11/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Regal Beloit America, Inc.		
Street Address:	200 State Street		
City:	Beloit		
State/Country:	WISCONSIN		
Postal Code:	53511		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4218570	PREMIUMPLUS+	
Registration Number:	3952297	NOVATORQUE	
Registration Number:	4118885	NOVATORQUE	
Registration Number:	4195378		
CORRESPONDENCE DATA			
Fax Number:	316215065		
<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:	314-621-5070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Jessica M. Mendez		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	23571-320		
NAME OF SUBMITTER:	Jessica M. Mendez		
SIGNATURE:	/JMM/		
DATE SIGNED:	05/10/2017		
Total Attachments: 18			

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ASSET PURCHASE AGREEMENT

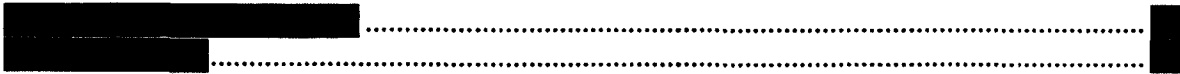
BY AND BETWEEN

NOVATORQUE, INC.

AND

REGAL BELOIT AMERICA, INC.

NOVEMBER 2, 2016



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of [November 2, 2016], by and between Regal Beloit America, Inc., a Wisconsin company, ("Buyer"), and NoveTorque, Inc., a Delaware corporation, ("Seller").

STATEMENT OF PURPOSE

[REDACTED]
Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, all of its Intellectual Property and marketing information, for the consideration and on the terms and subject to the conditions set forth in this Agreement.

ARTICLE I

DEFINITIONS

[REDACTED]

"Agreement" is defined in the opening paragraph.

"Beneficial Rights" is defined in Section 2.1.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Closing" is defined in Section 3.2.

"Closing Date" is defined in Section 3.2.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Purchased Assets” is defined in Section 2.1.

“Purchase Price” is defined in Section 3.1(a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II SALE AND PURCHASE

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, Buyer hereby purchases from Seller, and Seller hereby sells, assigns, transfers and conveys to Buyer, all of Seller’s right, title and interest in, to and under the following assets, properties and rights of Seller (collectively, the **“Purchased Assets”**) for the consideration specified in Section 2.3, below:

(a) all intellectual property (including all patents, trademarks, copyrights, and know-how) listed on Schedule 2.1(a);

(b) all Intangible Property of the Business (including marketing materials, customer lists, supplier lists, engineering drawings, design data files, test procedures and data, design calculations and programs, customer files with data such as sales visits and VOCs, and idea docket not submitted to any governmental or registration agency) listed on Schedule 2.1(b) hereto (the "Intangible Personal Property"); and

In the event that the legal interest in any of the Purchased Assets to be sold, assigned, transferred or conveyed pursuant to this Agreement, or any claim, right or benefit arising thereunder or resulting therefrom cannot be sold, assigned, transferred or conveyed hereunder as of the Closing Date because any waiting or notice period has not expired or any consents or approvals required for such transfer have not been obtained or waived, then the legal interest in such Purchased Assets shall not be sold, assigned, transferred or conveyed unless and until such waiting or notice period shall have expired or until approval, consent or waiver thereof is obtained. Seller and Buyer, at Buyer's expense, shall use commercially reasonable efforts to cooperate in obtaining such consents or approvals as may be necessary to complete such transfers as soon as practicable. Nothing in this Agreement shall be construed as an attempt to assign to Buyer any legal interest in any of the Purchased Assets which, as a matter of Law or by the terms of any legally binding Assigned Contract to which Seller is subject, is not assignable without the consent of any other party, unless such consent shall have been given or waived. Pending the assignments, conveyances and transfers referred to in this paragraph, to the extent possible, (A) the beneficial interest in or to such properties, rights or assets (collectively, the "Beneficial Rights") shall in any event pass at the Closing to Buyer under this Agreement; and (b) pending such consent or approval, Buyer shall discharge the obligations of Seller under such Beneficial Rights (to the extent such obligations are Assumed Liabilities) as agent for Seller, and Seller, to the extent possible given its winding down/liquidation, shall act as Buyer's agent in the receipt of any benefits, rights or interest received from the Beneficial Rights.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE VI
INDEMNIFICATION**

[REDACTED]

VI Article VI, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE VII
COVENANTS**

[REDACTED]

**ARTICLE VIII
MISCELLANEOUS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] :

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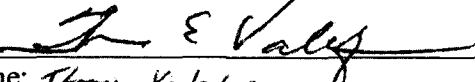
[REDACTED]

[Signature pages follow]

The Parties have executed and delivered this Asset Purchase Agreement as of the date first written above.

BUYER:

Regal Beloit America, Inc.

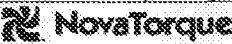

By: 
Name: Thomas Valentyn
Title: VP, General Counsel & Secretary

Counterpart Signature Page to Asset Purchase Agreement

SELLER:

NovaTorque, Inc.

By: Emily M. Liggett
Name: Emily M. Liggett
Title: CEO

Serial Number	Reg. Number	File Date	Registration Date	Mark	Class	Used As/Not Used	Section
8825587	4218575	12-Jan-12	2-Oct-12	PREMIUMPLUS	0207 Electric Motors for Machines	3/6/02-7/7	File Section 8 & 15 18/2/2013
7798601	3952297	09-Dec-08	26-Apr-11	NOVATOR	0207 Electric Motors for Machinery	4/06/01-4/24/02	File Section 8
7763626	4118883	08-Dec-08	27-Sep-12	NOVATOR	0212 Electric Motors for Land Vehicles	3/27/13-3/27/18	File Section 8 & 15
8523889	4185378	15-Jan-12	21-Aug-12	"Novo" mark	0207 Electric Motors for Machines 0212 Electric Motors for Land Vehicles	8/21/12-8/21/18	File Section 8 & 15
							
Serial Number	Reg. Number	Word Mark	Class	Status	Used/Not Used		
130299899	4150171	PREMIUMPLUS	0207	TRD	LA/PTD		
130299897	4140170	PREMIUMPLUS	0207	TRD	LA/PTD		
132798187	5202297	NOVATOR	0207	TRD	LA/PTD		
132798188	4118883	NOVATOR	0207	TRD	LA/PTD		