

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
Regal-Beloit Corporation		12/14/2012	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	RBC Manufacturing Corporation
Street Address:	200 State Street
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3357356	X13
Registration Number:	2891214	MASTERGEAR
Registration Number:	2527405	VELVET DRIVE
Registration Number:	2189188	WASH DOWN DUTY
Registration Number:	3636987	IMPULSE
Serial Number:	86003263	BLAKBOX
Registration Number:	3873769	MYZONE
Registration Number:	1212174	FASCO
Serial Number:	85862907	DURST
Serial Number:	86003373	BLAKBOX

CORRESPONDENCE DATA

Fax Number: 3146122323
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 3357356

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:	23571-320
NAME OF SUBMITTER:	Tiffany L. Schwartz
Signature:	/tls/
Date:	12/18/2013

Total Attachments: 14

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**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LIABILITIES
AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LIABILITIES AGREEMENT is effective as of 1:01 AM on December 31, 2012 (the "Effective Time"), by and between Regal-Beloit Corporation, a Wisconsin corporation ("Transferor"), and RBC Manufacturing Corporation, a Wisconsin corporation ("Recipient").

RECITALS

WHEREAS, Transferor and Recipient collectively are engaged in the business of manufacturing and selling electric motors;

WHEREAS, Recipient is a wholly-owned subsidiary of Transferor;

WHEREAS, Transferor is engaged in certain specific mechanical manufacturing operations as described in Exhibit A attached hereto (the "Mechanical Business");

WHEREAS, for corporate restructuring and tax purposes, Transferor desires to transfer and assign to Recipient, and Recipient desires to accept and assume from Transferor, certain assets and liabilities that constitute the Mechanical Business;

WHEREAS, Transferor desires to and shall retain all assets and liabilities not used primarily in the operation of the Mechanical Business (the "Retained Functions"); and

WHEREAS, the parties intend for the transactions contemplated by this Agreement to qualify for tax-free treatment pursuant to Section 351 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, the parties agree as follows:

1. TRANSFER OF ASSETS

1.1 Transferred Assets. Effective as of the Effective Time, Transferor hereby transfers, conveys, assigns and delivers to Recipient, and Recipient hereby acquires and accepts, all of Transferor's right, title and interest in and to all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, and wherever situated) of Transferor constituting the Mechanical Business, together with all rights associated with such assets, other than the Excluded Assets (as hereinafter defined), which transferred assets (collectively, the "Transferred Assets") include without limitation the following:

1.1 (a) Transferred Balance Sheet Assets. Assets of Transferor reflected on the balance sheet that are related primarily to the operation of the Mechanical Business as of the time immediately prior to the Effective Time, which balance sheet is to be prepared by Transferor and Recipient as soon as possible after the Effective Time (the "Mechanical Balance Sheet").

1.1 (b) Leased Real Property. All leases relating to the leased facilities to which Transferor is a party and which are utilized primarily in connection with the Mechanical Business as of the Effective Time (the "Mechanical Leased Real Property").

1.1 (c) Licenses; Permits. All licenses, permits, approvals and certifications of Transferor relating primarily to the operation of the Mechanical Business or the leasing of the Mechanical Leased Real Property.

1.1 (d) Contracts. Except as provided in Section 1.2, all Transferor's rights in, to and under all contracts, agreements, purchase orders and sales orders of Transferor relating primarily to the Mechanical Business, including, without limitation, leases of machinery, equipment, vehicles, furniture and other personal property leased by Transferor, contracts for the development of new technology, installment sales agreements, supply agreements, agreements with sales representatives, agreements relating to the purchase of capital items, hold harmless and indemnification covenants and noncompete and confidentiality agreements (hereinafter "Contracts"). To the extent that any Contract for which assignment to Recipient is provided herein is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. If any such consent shall not be obtained, then Transferor shall cooperate with Recipient in any reasonable arrangement designed to provide for Recipient the benefits intended to be assigned to Recipient under the relevant Contract, including enforcement at the cost and for the account of Recipient of any and all rights of Transferor against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise.

1.1 (e) Mechanical Trademarks and Service Marks. All right, title and interest of Transferor in and to any and all registered and unregistered trademarks, service marks and trade names owned by Transferor and used primarily in the operation of the Mechanical Business, along with all trademark and service mark registrations or other registrations or applications thereof, together with the goodwill appurtenant to and represented and symbolized by such trademarks, service marks and trade and corporate names (collectively referred to herein as "Mechanical Marks").

1.1 (f) Mechanical Patent Intellectual Property Rights. All of Transferor's Patent Intellectual Property Rights used primarily in the operation of the Mechanical Business (collectively referred to herein as "Mechanical Patents"). As used herein, the term "Patent Intellectual Property Rights" shall mean and include: (i) all patents and applications for patents owned by Transferor; (ii) all inventions disclosed and/or claimed in all of the foregoing patents and applications for patents and all other inventions owned by Transferor; (iii) all rights to file patent applications, priority rights, utility models, patent ownership rights, inventor's certificates and patents that may in the future be granted on any of the foregoing inventions or applications for patents owned by Transferor; and (iv) the rights to secure all renewals, reissues, continuations and continuations in-part, patents of addition, divisions, extensions or the like of any of the foregoing patents.

1.1 (g) Other Mechanical Intellectual Property Rights. All of Transferor's Other Intellectual Property Rights used primarily in the operation of the Mechanical Business (collectively referred to herein as "Mechanical Other IP Rights"). As used herein, the term "Other Intellectual Property Rights" shall mean and include: (i) all copyrights, registered or unregistered, in all works of authorship, published or unpublished, owned by Transferor, including all graphics standards manuals, product manuals, operating manuals, service manuals, parts manuals, catalogs, advertisements, promotional materials and computer programs and all copyright registrations and applications to register copyrights owned by Transferor, and any rights to secure renewals thereof; and (ii) all trade secrets, confidential information, product specifications, blueprints, engineering drawings, designs, product sketches, customer lists, prospect lists, vendor lists, dealer lists, proprietary information and know-how, methods, processes, drawings, test data, formulations and all other intangible assets necessary for the production and sale of the products and services previously manufactured and sold by Transferor and which reflect the goodwill of the Mechanical Business.

1.1 (h) Computer Software. All computer source codes, programs and other software of Transferor, including related machine readable code, printed listings of code, documentation and related property and information, which are used primarily in connection with the Mechanical Business.

1.1 (i) Literature. All sales literature, promotional literature, catalogs and similar materials of the Mechanical Business.

1.1 (j) Records and Files. All records, files, invoices, accounting records, ~~business records, operating data and other data of Transferor relating primarily to the~~ Mechanical Business.

1.1 (k) Notes and Accounts Receivable. All rights of Transferor not reflected on the Mechanical Balance Sheet in notes, drafts and accounts receivable of Transferor of the Mechanical Business, including security and guarantee rights.

1.1 (l) Accounts. Bank, investment and other accounts relating to cash and cash equivalents of the Mechanical Business.

1.1 (m) Insurance Claims. Interest in claims of Transferor against, or the right to insurance benefits or proceeds from, unaffiliated insurance companies, whether or not such claims are or may be characterized as on behalf of Recipient or Transferor's business where such claims relate to products of the Mechanical Business or to the Transferred Assets.

1.1 (n) General Intangibles. All claims for collection, indemnity rights and other claims and causes of action arising out of occurrences before the date hereof, and other intangible rights and assets of the Mechanical Business.

1.2 Excluded Assets. The provisions of Section 1.1 notwithstanding, Transferor shall not transfer, assign, convey or deliver to Recipient, and Recipient will not acquire or accept, the following assets of Transferor (collectively, the "Excluded Assets"):

1.2 (a) Excluded Balance Sheet Assets. Assets of Transferor that would be reflected on a balance sheet of Retained Functions as of the time immediately prior to the Effective Time, including, without limitation, all assets not reflected on the Mechanical Balance Sheet.

1.2 (b) Trademarks and Service Marks. All right, title and interest of Transferor in and to any and all registered and unregistered trademarks, service marks and trade and corporate names owned by Transferor, other than the Mechanical Marks, along with all trademark and service mark registrations or other registrations or applications thereof, together with the goodwill appurtenant to and represented and symbolized by such trademarks, service marks and trade and corporate names.

1.2 (c) Patent Intellectual Property Rights. All of Transferor's Patent Intellectual Property Rights other than the Mechanical Patents.

1.2 (d) Other Intellectual Property Rights. All of Transferor's Other Intellectual Property Rights other than the Mechanical Other IP Rights.

1.2 (e) Leased Real Property. All leases relating to real property to which Transferor is a party not included in the Mechanical Leased Real Property.

1.2 (f) Owned Real Property. All interests in owned real property of Transferor not reflected on the Mechanical Balance Sheet, including fixtures, buildings, improvements and all appurtenant rights.

1.2 (g) Licenses; Permits. All licenses, permits, approvals and certifications of Transferor (i) relating primarily to the ownership of owned real property or (ii) not relating primarily to the operation of the Mechanical Business.

1.2 (h) Excluded Contracts. All insurance policies and any rights of Transferor under documents relating to policies of insurance (including title insurance); any leases relating to owned real property to which Transferor is a party as the lessor; licenses granting any third party rights to use any Patent Intellectual Property Rights, Marks or Other Intellectual Property not included in the Transferred Assets; licenses granting Transferor the right to use any Patent Intellectual Property Rights, Marks or Other Intellectual Property not used primarily in the Mechanical Business; and any other contracts or agreements not arising primarily out of the operation of the Mechanical Business (collectively, "Excluded Contracts").

1.2 (i) Computer Software. All computer source codes, programs and other software of Transferor, including related machine readable code, printed listings of code, documentation and related property and information which are not used primarily in connection with the operation of the Mechanical Business.

1.2 (j) Literature. All sales literature, promotional literature, catalogs and similar materials of Transferor not relating primarily to the Mechanical Business.

1.2 (k) Certain Records. All records, files, invoices, accounting records, business records, operating data and other data of Transferor not relating primarily to the Mechanical Business.

1.2 (l) Accounts. Bank, investment and other accounts relating to cash and cash equivalents not relating primarily to the Mechanical Business.

1.2 (m) Insurance Claims. Any interest in claims of Transferor against, or the right to insurance benefits or proceeds from, unaffiliated insurance companies, whether or not such claims are or may be characterized as on behalf of Recipient or Transferor's business, in each case to the extent not related primarily to the Mechanical Business.

1.2 (n) Corporate Franchise. Transferor's franchise to be a corporation, its certificate of incorporation, corporate seal, stock books, minute books and other corporate records having primarily to do with the corporate organization and capitalization of Transferor.

1.2 (o) Tax Credits and Records. Federal, state and local income, profit, franchise, sales, use, property and other tax credits and tax refund claims and associated returns and records, in each case that are not reflected on the Mechanical Balance Sheet.

1.2 (p) General Intangibles. All claims for collection, indemnity rights and other claims and causes of action arising out of occurrences before the date hereof, and other intangible rights and assets of Transferor, in each case to the extent not related primarily to the Mechanical Business.

2. ASSUMPTION OF LIABILITIES

2.1 Liabilities to be Assumed. As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Subject to Section 2.2, effective as of the Effective Time, Recipient hereby assumes and agrees to perform and discharge the following, and only the following, Liabilities of Transferor (collectively, the "Assumed Liabilities"):

2.1 (a) Assumed Balance Sheet Liabilities. Liabilities of Transferor that, if known as of the Effective Time, would be reflected on the Mechanical Balance Sheet.

2.1 (b) Liabilities Under Permits and Licenses. Liabilities of Transferor under any licenses, permits, approvals or certifications among the Transferred Assets or relating primarily to the operation of the Mechanical Business.

2.1 (c) Environmental Matters. All Liabilities asserted against, imposed on or incurred by Transferor, directly or indirectly, as a result of, arising out of, relating to or incidental to: (i) the disposal, release, discharge, emission, seeping, presence, dispersal, spilling, leaking, dumping, migration, storage, transportation or generation of any Hazardous Substances (as defined below) on, over, through, in, at, under, migrating from

or to, or emanating from or to, the Transferred Assets or any other business, properties or assets used at any time by Transferor or any of its predecessors primarily in connection with the historical operations of the Mechanical Business (the "Historical Assets"); (ii) the violation of any Environmental Laws (as defined below) affecting the Historical Assets or the Transferred Assets; (iii) any potential toxic tort, personal injury or property damage claims arising from or related to any such Hazardous Substances, the operations or activities at the Historical Assets or involving the Transferred Assets or the treatment, storage or disposal of any waste generated at the Historical Assets or any exposure, event, transaction, occurrence or incident which occurred or transpired at the Historical Assets; (iv) any response cost-recovery claim, contribution claim or enforcement claim by a regulator or third party in connection with the off-site treatment, storage or disposal anywhere of any wastes or Hazardous Substances previously generated or used at the Historical Assets; or (v) arising out of the existence of any environmental lien against the Historical Assets pursuant to any Environmental Laws.

2.1 (d) Litigation Matters. Any Liability with respect to any action, suit, proceeding, arbitration, investigation or inquiry, whether civil, criminal or administrative, to which Transferor is a party relating primarily to the Transferred Assets or the operation of the Mechanical Business.

2.1 (e) Contractual Liabilities. Liabilities of Transferor, whether arising before or after the date hereof, under and pursuant to the Contracts.

2.1 (f) Product Liability. Liabilities of Transferor arising out of or in any way relating to or resulting from any product manufactured, assembled or sold, or service rendered by Transferor in the operation of the Mechanical Business, or any product or service associated with such products or services (including any Liability of Transferor for claims made for injury to person, damage to property or other damage, whether made in product liability, tort, breach of warranty or otherwise) of the Mechanical Business, including without limitation Liabilities of Transferor under and pursuant to express or implied product warranties relating to, or arising from the operation of, the Mechanical Business, together with all derivative claims such as (but not limited to) loss of consortium and wrongful death, in any case without regard to date of occurrence, notice of claim or whether the product or service involved was discontinued prior to the date hereof. The Liabilities of Transferor assumed by the Recipient under this Section 2.1(f) are, collectively, referred to as the "Mechanical Product Liabilities".

2.1 (g) Liability For Breach. Liabilities of Transferor for any breach or failure to perform any of Transferor's covenants and agreements contained in, or made pursuant to, any contract relating primarily to the Transferred Assets or the operation of the Mechanical Business, whether or not assumed hereunder, but other than covenants and agreements under Excluded Contracts.

2.1 (h) Violation of Laws or Orders. Liabilities of Transferor arising primarily out of the ownership, use or operation of the Transferred Assets or the operation of the Mechanical Business for any violation of or failure to comply with any statute, law, ordinance, rule or regulation or any order, writ, injunction, judgment, plan or decree of

any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign or other.

2.2 Liabilities Not to be Assumed. Except as and to the extent specifically set forth in Section 2.1, Recipient is not assuming any Liabilities of Transferor and all such Liabilities shall be and remain the responsibility of Transferor. Without limitation and notwithstanding the provisions of Section 2.1, Recipient is not assuming and Transferor shall not be deemed to have transferred to Recipient the following Liabilities of Transferor:

2.2 (a) Excluded Balance Sheet Liabilities. Liabilities of Transferor that, if known as of the Effective Time, would be reflected on the balance sheet of Retained Functions as of the time immediately prior to the Effective Time.

2.2 (b) Liabilities Under Permits and Licenses. Transferor's Liabilities, whether arising before or after the date hereof, under any licenses, permits, approvals or certifications of Transferor not among the Transferred Assets and not related primarily to the operation of the Mechanical Business.

2.2 (c) Product Liability. Except for the Mechanical Product Liabilities assumed by Recipient pursuant to Section 2.1(f) above, any Liability of Transferor arising out of or in any way relating to or resulting from any product manufactured, assembled or sold, or service rendered by Transferor in the operation of the Retained Functions, or any product or service associated with such products or services (including any Liability of Transferor for claims made for injury to person, damage to property or other damage, whether made in product liability, tort, breach of warranty or otherwise) of the Retained Functions, including without limitation Liabilities of Transferor under and pursuant to express or implied product warranties relating to, or arising from the operation of, the Retained Functions, together with all derivative claims such as (but not limited to) loss of consortium and wrongful death, in any case without regard to date of occurrence, notice of claim or whether the product or service involved was discontinued prior to the date hereof.

2.2 (d) Litigation Matters. Any Liability with respect to any action, suit, proceeding, arbitration, investigation or inquiry, whether civil, criminal or administrative, to which Transferor is a party not relating primarily to the Transferred Assets or the operation of the Mechanical Business.

2.2 (e) Intellectual Property. Any Liability of Transferor to a third party, for infringement, royalties or otherwise of such third party's intellectual property (including without limitation trademarks, service marks, patents and copyrights).

2.2 (f) Excluded Contracts. Any Liability of Transferor arising in connection with Excluded Contracts.

2.2 (g) Liability For Breach. Liabilities of Transferor for any breach or failure to perform any of Transferor's covenants and agreements contained in, or made pursuant to, any contract not relating primarily to the Transferred Assets or the operation of the

Mechanical Business and not assumed hereunder, and covenants and agreements under Excluded Contracts.

2.2 (h) Violation of Laws or Orders. Liabilities of Transferor not arising primarily out of the ownership, use or operation of the Transferred Assets or the operation of the Mechanical Business for any violation of or failure to comply with any statute, law, ordinance, rule or regulation or any order, writ, injunction, judgment, plan or decree of any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign or other.

2.2 (i) Taxes. Subject to Section 4.5, any Liability of Transferor not reflected on the Mechanical Balance Sheet for federal, state and local income, profit, franchise, sales, use, property and other taxes (and any penalties or interest due on account thereof).

2.3 Certain Definitions.

2.3 (a) Environmental Laws. The term "Environmental Laws" means all foreign, federal, interstate, state and local laws, including statutes, rules, regulations common law doctrine and remedies and other governmental restrictions and requirements relating to the release, emission, dispersal, spilling, leaking, dumping, migration or discharge of Hazardous Substances or otherwise relating to the protection of the environment, the management of Hazardous Substances or the protection of employee health and safety or safeguarding public health and welfare including, but not limited to, the Solid Waste Disposal Act, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act, the Hazardous Materials Transportation Act (all as the same may have been amended), rules and regulations of the United States Environmental Protection Agency, rules and regulations of the United States Nuclear Regulatory Agency, rules and regulations of the United States Department of Transportation, state environmental protection statutes, rules and regulations of the Wisconsin Department of Natural Resources, and rules and regulations of any other state or local department of environmental or natural resources or any state or local environmental protection agency now or at any time hereafter in effect.

2.3 (b) Hazardous Substances. The term "Hazardous Substances" means all hazardous and toxic substances (including, without limitation, petroleum products, asbestos and raw materials which include hazardous constituents), fumes, smoke, soot, acids, alkalis, chemicals, liquids, gases, vapors, wastes and materials; any pollutants or contaminants; and any other similar substances or materials which are regulated under Environmental Laws.

2.4 Transferor Obligations. Subject to Section 2.2, Recipient will, at any time or from time to time at the request of Transferor, execute any instrument under which Recipient will be a guarantor of or accommodation party or obligor with respect to any Liabilities of

Transferor described in Section 2.2. Recipient will also cause any transferee of any material portion of the Transferred Assets to make the same covenant for the benefit of Transferor.

3. EMPLOYEE AND EMPLOYEE BENEFIT MATTERS

3.1 Affected Employees. “Affected Employees” shall mean all Mechanical Business employees of Transferor as of the Effective Time, including without limitation those employees who are physically present for work, those employees who are eligible for work but are not scheduled to work, those employees who are on vacation, holiday, jury duty or similar limited duration time-off and employees not actively employed due to a sick leave, disability leave or other personal leave of absence; provided, however, that Affected Employees shall not include the present or former employees of Transferor or its predecessors whose duties and responsibilities relate or related primarily to the Retained Functions (the “Excluded Employees”).

3.2 Transfer of Employment. As of the Effective Time, Affected Employees shall be transferred to the employ of Recipient. Such transfer shall not be deemed to be a termination of employment for any purpose, and such transfer shall not interrupt, terminate or have any other effect on any Affected Employee’s service accumulated for any employee benefit purpose immediately prior to the Effective Time.

3.3 Employee Benefit Plans. The transfer of an Affected Employee to the employ of Recipient as described in Section 3.2 shall have no effect on the eligibility, continuing participation status and accrued benefits of that Affected Employee with respect to any benefit plans sponsored by Transferor on the date hereof.

4. MISCELLANEOUS

4.1 Further Assurance. From time to time, at Recipient’s request and without further consideration, Transferor will execute and deliver to Recipient such documents and take such other action as Recipient may reasonably request in order to consummate more effectively the transactions contemplated hereby and to vest in Recipient good, valid and marketable title to the business and assets being transferred hereunder, including without limitation executing documents as may be necessary to enable Recipient to reflect the transfers contemplated hereby in any government office.

4.2 Assignment; Parties in Interest.

4.2 (a) Assignment. The rights and obligations of a party hereunder may be assigned, transferred or encumbered without the prior written consent of the other party.

4.2 (b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

4.3 Law Governing Agreement. This Agreement shall be construed and interpreted according to the internal laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

4.4 Amendment and Modification. Transferor and Recipient may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

4.5 Taxes; Expenses. Recipient will bear all applicable sales, use, real estate transfer, excise, recording, filing or similar fees or taxes incurred with respect to the consummation of the transactions contemplated hereby. The parties agree to treat the transactions contemplated by this Agreement as transactions qualifying for tax-free treatment pursuant to Section 351 of the Code. The parties shall report such transactions on their tax returns consistent with this treatment and shall not take a contrary position for tax, accounting or any other purpose. Except as otherwise provided herein, each of the parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.


4.6 Entire Agreement. This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein.

4.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement 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 Agreement.

4.8 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

REGAL-BELOIT CORPORATION

By: 
Peter C. Underwood, Vice President, General
Counsel and Secretary

RBC MANUFACTURING CORPORATION


By: 
Peter C. Underwood, Vice President-Secretary

EXHIBIT A

MECHANICAL BUSINESS

Durst: Durst is located in Shopiere, Wisconsin and manufactures mechanical power transmission products for off-highway, agriculture and material handling equipment in North America. Durst industrial products are used in a variety of unique applications, such as transfer cases for telescopic all-terrain forklift vehicles and cement mixers. Durst off-highway products are used in hydraulic pump drives for cranes, pavers, and trenchers. Durst transmissions are used in agricultural harvesters, wheel drives in irrigators, and gear drives in forestry equipment. Durst turning gears and ring gears are used in power generation and turbine applications. Durst is also ISO 9001:2008 Certified.

Grove Gear: Grove Gear is located in Union Grove, Wisconsin and manufactures standard and customer gear drives for industrial and specialty applications. Products are made-to-order with target lead times of three to five days.

Velvet Drive: Velvet Drive is located in Liberty, South Carolina and manufactures marine and industrial transmissions. Velvet drive transmissions are used in boats and off-highway vehicles, including tournament ski boats, inboard cruisers, sport fishing boats, sailboats, trawlers, center console, runabouts and yachts.

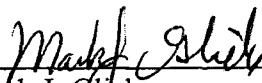
CONSENT OF BOARD OF DIRECTORS
OF
RBC MANUFACTURING CORPORATION

The undersigned, being all of the members of the Board of Directors of RBC Manufacturing Corporation, a Wisconsin corporation (the "Corporation"), hereby consent to the following action without a formal meeting of the Board of Directors, or notice thereof:

BE IT RESOLVED, that the proposed Bill of Sale and Assignment and Assumption of Liabilities Agreement (the "Agreement") between the Corporation and Regal-Beloit Corporation, a Wisconsin corporation ("Regal"), pursuant to which Regal sells and assigns, and the Corporation purchases and assumes, certain assets and liabilities related to certain mechanical manufacturing operations of Regal, as described therein, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.

BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to take any such further actions and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.


IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 14th day of December, 2012.



Mark J. Giebe



John M. Perino



Charles A. Hinrichs



Peter C. Underwood

CONSENT OF SOLE SHAREHOLDER
OF
RBC MANUFACTURING CORPORATION


The undersigned, being the sole shareholder of RBC Manufacturing Corporation, a Wisconsin corporation (the "Corporation"), hereby consents to the following action without a formal meeting of the sole shareholder, or notice thereof:

BE IT RESOLVED, that the proposed Bill of Sale and Assignment and Assumption of Liabilities Agreement (the "Agreement") between the Corporation and Regal-Beloit Corporation, a Wisconsin corporation ("Regal"), pursuant to which Regal sells and assigns, and the Corporation purchases and assumes, certain assets and liabilities related to certain mechanical manufacturing operations of Regal, as described therein, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.

BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to take any such further actions and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 14th day of December, 2012.

REGAL-BELOIT CORPORATION

By: 
Peter C. Underwood, Vice President, General
Counsel and Secretary