

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Tecumseh Products Company	07/03/2007
RECEIVING PARTY DATA	
Name:	Regal Beloit Corporation
Street Address:	200 State Street
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7042180
CORRESPONDENCE DATA	
Fax Number:	(260)416-5681
Phone:	26041605489
Email:	john.wagley@regalbeloit.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	John Wagley
Address Line 1:	1946 West Cook Road
Address Line 4:	Fort Wayne, INDIANA 46818
NAME OF SUBMITTER:	John Wagley
Total Attachments: 11 source=Fasco Purchase#page1.tif source=Fasco Purchase#page2.tif source=Fasco Purchase#page3.tif source=Fasco Purchase#page4.tif source=Fasco Purchase#page5.tif source=Fasco Purchase#page6.tif	

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PURCHASE AGREEMENT

PURCHASE AGREEMENT, dated as of July 3, 2007 (this "Agreement"), by and among Regal Beloit Corporation, a corporation organized and existing under the laws of the State of Wisconsin (the "Purchaser"), Tecumseh Products Company, a corporation organized and existing under the laws of the State of Michigan ("Tecumseh"), Fasco Industries, Inc., a corporation organized and existing under the laws of the State of Delaware ("Fasco U.S.") and Motores Fasco de Mexico, S. de R.L. de C.V., a corporation organized and existing under the laws of Mexico ("Fasco Mexico"). Each of Tecumseh, Fasco U.S. and Fasco Mexico are sometimes referred to herein as a "Seller" and, collectively, as the "Sellers". Each of Fasco U.S. and Fasco Mexico are sometimes referred to herein as an "Asset Seller" and, collectively, as the "Asset Sellers".

WITNESSETH:

WHEREAS, Tecumseh owns all of the issued and outstanding shares of capital stock or other form of equity of the companies set forth on Annex A (each a "Company" and, collectively, the "Companies"), except as otherwise indicated thereon; and

WHEREAS, the capital stock or other form of equity of the companies set forth on Schedule 4.4 (each a "Subsidiary" and, collectively, the "Subsidiaries"), is owned by the Company, Companies, and Persons indicated on Schedule 4.4;

WHEREAS, Tecumseh is, through the Companies and Subsidiaries, presently engaged in the business of designing, manufacturing and selling the Products (as hereinafter defined); such business and Products collectively, and as conducted and developed, designed, manufactured, marketed and sold on the date hereof, the "Acquired Business";

WHEREAS, Tecumseh wishes to sell, and to cause to be sold by the other Sellers, to the Purchaser, and the Purchaser desires to purchase from the Sellers, (i) all of the Shares and (ii) certain of the assets of the Asset Sellers, for the purchase price and upon the terms and conditions hereinafter set forth. In addition, the Purchaser wishes to assume, and Tecumseh wishes to have the Purchaser assume, certain liabilities of the Asset Sellers, upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in addition to the Acquired Business, Tecumseh is also engaged in several other lines of business (the "Other Businesses"). Except as expressly provided herein, Tecumseh and its affiliates will retain all assets, properties, rights, liabilities and obligations related to and/or associated with the Other Businesses; and

WHEREAS, certain terms used in this Agreement are defined in Section 10.1.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE 1

SALE AND PURCHASE

1.1 Sale and Purchase of Shares. Upon the terms and subject to the conditions contained herein, on the Closing Date, the Sellers shall sell, assign, transfer, convey and deliver the Shares to the Purchaser, and the Purchaser shall purchase the Shares from the Sellers. The purchase and sale of the Shares pursuant to this Agreement shall be effective as of 11:59 p.m. on the Closing Date (the "Effective Time").

1.2 Sale and Purchase of Assets.

1.2.1 Transferred Assets. Upon the terms and subject to the conditions contained herein, on the Closing Date, Tecumseh shall, or shall cause to be sold, conveyed, assigned, transferred or delivered, and shall cause the Asset Sellers to, sell, convey, assign, transfer and deliver, to the Purchaser (or upon the Purchaser's request, to one or more wholly-owned subsidiaries of the Purchaser as designated by the Purchaser), free and clear of all Liens, except for Permitted Exceptions, and the Purchaser shall purchase, acquire and accept from the Asset Sellers, all of the assets, properties, rights, licenses, Contracts (or portions thereof or rights thereunder) and businesses, of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, that are owned, leased or licensed by the Asset Sellers and used in the conduct of the operation of the Acquired Business by the Asset Sellers as the same shall exist on the Closing Date, including all assets shown on the Balance Sheet of such Asset Seller and not disposed of in the ordinary course of business consistent with past practice as permitted by this Agreement, and all assets of the Acquired Business acquired by the Asset Sellers after the Balance Sheet Date and prior to the Closing as permitted by this Agreement (collectively, the "Transferred Assets"), including all right, title and interest of the Asset Sellers in, to and under:

(a) all personal property and interests therein, including machinery, equipment, dies, tooling, molds, supplies, furniture, office equipment, software, communications equipment, vehicles, storage tanks, spare and replacement parts, fuel and other tangible personal property used or held for use in the conduct of the operation of the Acquired Business, including the items listed on Schedule 1.2.1(a);

(b) all raw materials, work-in-process, finished goods (including those in transit), supplies, components, service and replacement parts and other inventories used or held for resale in the conduct of the operation of the Acquired Business, together with related packaging materials;

(c) subject to Section 1.2.5, all rights under Contracts that relate to the Acquired Business (the "Assumed Contract Rights") listed on Schedule 1.2.1(c);

- (d) the owned and leased real property listed on Schedule 1.2.1(d);
- (e) all accounts, drafts, notes and other receivables that relate to the Acquired Business;
- (f) all rights of the Asset Sellers relating to deposits and prepaid expenses, claims for refunds (excluding Tax refunds) and rights to offset in respect thereof, in each case as of the Closing Date, including lease and rental payments, to the extent relating to the Acquired Business;
- (g) all of the Asset Sellers' causes of action against third parties relating to the Transferred Assets or any Assumed Liability, including rights under manufacturers' and vendors' warranties;
- (h) all Fasco Intellectual Property;
- (i) all other proprietary rights and intangible property rights relating to the Acquired Business that are transferable;
- (j) all transferable licenses, permits or other governmental authorizations used in the conduct of the operation of the Acquired Business;
- (k) all books, records, files and papers, whether in hard copy or computer format, used in the conduct of the operation of the Acquired Business, including engineering information, sales and promotional literature, catalogs, manuals and data, sales and purchase correspondence, lists of present and former suppliers, lists of present and former customers, personnel and employment records and copies of any information relating to Taxes imposed on the Acquired Business;
- (l) all computer source codes, programs, software and data, including all machine readable code, printed listings of code, documentation and related property and information, owned by the Asset Sellers and used in the conduct of the operation of the Acquired Business;
- (m) all insurance benefits, including rights and proceeds, arising from or relating to the Assumed Liabilities or any loss or damage with respect to the other Transferred Assets occurring prior to the Closing;
- (n) all goodwill associated with the Acquired Business, including that arising out of or associated with any of the Fasco Intellectual Property; and
- (o) the tools and dies located at Tecumseh's Paris, Tennessee facility used to produce or manufacture components, materials, supplies and other products for the Acquired Business, including the items listed on Schedule 1.2.1(o).

1.2.2 Excluded Assets. The Sellers and the Purchaser expressly agree that the following assets and properties of the Asset Sellers (the "Excluded Assets") shall

SCHEDULE 4.14.3
ASSIGNMENTS, TRANSFERS, CONVEYANCES OR
ENCUMBRANCES OF FASCO U.S. INTELLECTUAL PROPERTY

1. Patent Security Agreement dated as of February 6, 2006 by and among Tecumseh, each of Evergy, Inc., Fasco U.S., Von Weise Gear Company and Tecumseh Canada Holding Company and Citicorp USA, Inc. as collateral agent for the First Lien Secured Parties and the Second Lien Secured Parties with regard to its patents listed on the attached schedule. The liens with regard to the patents of Fasco U.S. and Von Weise Gear Company will be released at the closing.
2. Trademark Security Agreement dated as of February 6, 2006 by and among Tecumseh, each of Evergy, Inc., Fasco U.S., Von Weise Gear Company and Tecumseh Canada Holding Company and Citicorp USA, Inc. as collateral agent for the First Lien Secured Parties and the Second Lien Secured Parties with regard to the patents listed on the attached schedule. The liens with regard to the trademarks of Fasco U.S. and Von Weise Gear Company will be released at the closing.
3. Copyright Security Agreement Tecumseh dated as of February 6, 2006 by and among Tecumseh, each of Evergy, Inc., Fasco U.S., Von Weise Gear Company and Tecumseh Canada Holding Company and Citicorp North America, Inc. as collateral agent for the First Lien Secured Parties and the Second Lien Secured Parties. The liens with regard to the copyrights of Fasco U.S. and Von Weise Gear Company will be released at the closing.

SCHEDULE 4.14.1
REGISTERED PATENTS, TRADEMARKS AND COPYRIGHTS
(AND APPLICATIONS THEREFOR)
INCLUDED IN FASCO U.S. INTELLECTUAL PROPERTY

Registered Patents

NAME OF PATENT	PATENT NUMBER	PATENT DATE	COMMERCIALIZED Y/N/ IN PROCESS
Noise Cancellation Device for Centrifugal Blower	5,316,439	5/31/1994	Yes
Dynamic Condensate Evacuator for High Efficiency Gas Furnaces	5,620,302	4/15/1997	Yes
Snap-Fit Blower Housing Assembly and Seal Method	5,954,476	9/21/1999	Yes
Brushless DC motor assembly	6,069,428	5/30/2000	No
Method and Apparatus for Providing Dilution Air to a Blower Motor	6,231,311	5/15/2001	Yes
Method and Apparatus for Cooling and Expelling Exhaust Gases From a Water Heater	6,398,512	6/4/2002	Yes
Flush Mount Round Exhaust Fabricated Inducer Housing	6,468,034	10/22/2002	No
System Specific Fluid Flow Control with Induction Motor Drive	6,472,843	10/29/2002	Yes
Non-Dilution Air Water Heat Blower	6,530,346	3/11/2003	Yes
Single Piece Impeller Having Radial Output	6,537,030	3/25/2003	Yes
Method of Sound Attenuation In Centrifugal Blowers	6,575,696	6/10/2003	Yes
Vented Backplate Impeller Water Heater Blower and Method of Mixing Dilution Air	6,602,058	8/5/2003	Yes
Blower Mixing Tee	6,622,660	9/23/2003	No
Case retained external capacitor	6,717,307	4/6/2004	No
Draft Inducer Having Single Piece Metal Impeller and Improved housing	6,881,035	4/28/2005	No
Sheet Metal Exhaust Adapter for Draft Inducers	6,902,373	6/7/2005	Yes
Blower housing for Furnace Blower Assembly	6,908,281	7/21/2005	In Process

Blower Assembly Including Exhaust Restriction Device.	6,929,448	8/16/2005	Yes
Method for Cooling a Motor in a Blower Assembly for a Furnace	6,951,241	10/4/2005	No
Anti-Reverse Flow Mechanism for Centrifugal Blowers	7,128,526	10/31/2006	Yes
Draft Inducer Blower with Fastener Retention	7,182,574	2/27/2007	In Process
Lobed joint draft inducer blower	7,210,903	5/01/2007	Yes
Power Vent Water Heater Blower	D491,259	6/8/2004	No
Noise Reduction Motor Design and Method	RE38,977	2/14/2006	Yes

Lapsed or Expired Patents

Self-aligning bearing and oil cap mount for an electric motor	4,800,309	EXPIRED 1/2006
Brushless DC motor assembly	6,307,337	LAPSED 4/2005

Patent Applications

TITLE	SERIAL NUMBER	COMMERCIALIZED (Y) (N) IN PROCESS
Gas Delivery System for Pre-Mix Blower	11/058,958	In Process
Draft Inducer Blower Housing with Z-axis Volute – NOTICE OF ALLOWANCE RECEIVED.	10/934,004	Yes
Tube blower with drop in motor/fan assembly	60/910,011	In Process
Lobed Joint Draft Inducer Blower Housing	10/994,963	Yes
Vane-Axial High Efficiency Distribution Blower	11/278,854	In Process
Vane-Axial High Efficiency Distribution Blower	11/610,747	No
Draft Inducer Mounting Feature to Reduce Vibration	11/346,909	Yes
Blower Attachment Method for Furnace Draft Inducers	Docket Only	In Process
Baffled Door Combustion Air Feed	Docket Only	In Process
Backward Curved Impeller Distribution Blower	Docket Only	In Process

Extended length Cut-off blower for Draft Inducer Service	Docket Only	In Process
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IMT Pending Patents

	Invention	Commericalized	Filing
Patent Title	Status	(Y) (N) In Process	Countries
Winding method. Relates to an efficient way of winding an axial flux motor in order to minimize copper waste. Relates only to single slot per pole per phase designs, so not relevant to recent designs.	Patent Pending	In Process	Australia, China, EU, Japan, New Zealand, South Africa, USA
Manufacturing machine. The punch and wind machine patent. Relates to a machine for manufacturing axial flux motor stators.	Patent Pending	In Process	Australia, Brazil, Canada, China, EU, India, Japan, New Zealand, South Africa, USA
Motor control. Describes a method for controlling output power in a brushless electric motor.	Patent Pending	In Process	Australia, Canada, China, EU, Japan, New Zealand, USA
New Winding Forming Process for an Axial Flux Motor	Docket Only		
New Method for Reducing BOM Cost of an Axial Flux Motor	Docket Only		
A Further New Method for Reducing BOM Cost of an Axial Flux Motor	Docket Only		
New Method for Improving the Efficiency of an Axial Flux Motor	Docket Only		
New Method for Reducing the Cogging Torque of an Axial Flux Motor	Docket Only		
New Method for Reducing Complexity and Improving the Reliability of an Axial Flux Motor	Docket Only		
New Method for Improving the Lifetime of an Axial Flux Motor	Patent being filed	In Process	
New Method for Improving the Rotor Construction of an Axial Flux Motor	Patent being filed	In Process	

TABLE OF ANNEXES AND SCHEDULES

Schedules

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Schedule 1.2.1(d)	Transferred Real Property
Schedule 1.2.1(o)	Transferred Equipment, Tools, Dies and Inventory at Paris, TN
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Schedule 2.3.4	Purchaser's Accounts
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Schedule 4.13.1	Tangible Personal Property
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Schedule 4.14.2	Third Party Owners of Fasco U.S. Intellectual Property
Schedule 4.14.3	Assignments, Transfers, Conveyances or Encumbrances of Fasco U.S. Intellectual Property
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Schedule 4.14.6.1	IP/Technology Used and Not Owned by the Company to Be Licensed to the Company
Schedule 4.14.6.2	IP/Technology Used and Not Owned by the Company Subject to Third-Party Licenses
Schedule 4.14.7	Company Royalty Obligations
Schedule 4.14.8	Alleged Infringements of Third Party Trademark, Copyright or Trade Secret Rights
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SCHEDULE**NAME**

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Schedule 5.6	Purchaser's Financial Advisors
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Schedule 7.1.7	Corrective Actions
Schedule 8.1.12	Payments or Obligations to be Satisfied on or Prior to Closing
Schedule 9.1.1.3	Seller Retained Losses

Annexes

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Annex B	-	Accounting Principles

Exhibits

Exhibit 6.17.1	-	Tecumseh Europe Motor Products
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

REGAL BELOIT CORPORATION

By: Mark J. Giese
Name: Mark J. Giese
Title: President and Chief Operating Officer

SELLERS:

TECUMSEH PRODUCTS COMPANY

By: _____
Name: James J. Bonsall
Title: President

FASCO INDUSTRIES, INC.

By: _____
Name: James J. Bonsall
Title: Chairman

MOTORES FASCO DE MEXICO

By: _____
Name: James J. Bonsall
Title: Attorney-in-fact (apoderado general)

BHLIB:549940,5088991-01117

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

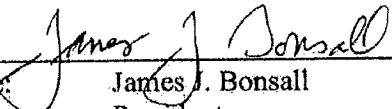
PURCHASER:

REGAL BELOIT CORPORATION

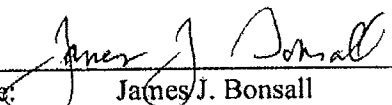
By: _____
Name: Mark J. Gliebe
Title: President and Chief Operating Officer

SELLERS:

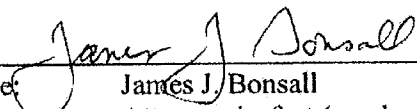
TECUMSEH PRODUCTS COMPANY

By:  _____
Name: James J. Bonsall
Title: President

FASCO INDUSTRIES, INC.

By:  _____
Name: James J. Bonsall
Title: Chairman

MOTORES FASCO DE MEXICO

By:  _____
Name: James J. Bonsall
Title: Attorney-in-fact (apoderado general)

BHLIB:549940.5\088991-01117