503517009 10/09/2015

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

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DAVID LINDSAY	10/06/2015
EDWARD BEES	09/03/2015
THOMAS COPANAS	09/03/2015

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PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14739237

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DATE SIGNED:	10/09/2015

Total Attachments: 5

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PATENT REEL: 036764 FRAME: 0941

Each person signing below ("Assignor") has made or authorized to be made the following patent applications ("Patent Applications"):

	visional Applic ed			, file	d	 ;
U.S. Ap	plication No. ISIONING MO	14/739,237,	filed June			
	lication No. Po	•		, filed		· · · · · · · · · · · · · · · · · · ·

The Patent Applications disclose, whether claimed or unclaimed, inventions ("Inventions"), of which Assignor believes Assignor is an original inventor or an original joint inventor.

REGAL BELOIT AMERICA, INC. ("Assignee"), having a place of business at 200 State Street, Beloit, WI 53511, desires to acquire all right, title, and interest in and to "Intellectual Property" as defined below.

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- e. any application, whether or not linked by priority/benefit claim to the Patent Applications, that describes or claims at least one of the Inventions;
- f. any official grant (including a United States Patent) arising from any application identified in parts (a)–(e);
- g. any modification or extension of any official grant, including reissues, reexaminations, renewals, substitutes, patents of addition, and extensions;
- h. any improvements to the inventions that were conceived by Assignor prior to execution of this Assignment;
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Assignor represents that Assignor has not, and agrees that Assignor will not, enter into any assignment, sale, license, agreement, transfer, or encumbrance that would conflict with this Assignment. Assignor further agrees not to challenge, or assist in any challenge to, the Intellectual Property.

Assignor agrees to fully cooperate ("Cooperation") with Assignee and Assignee's successors in interest to (i) acquire or defend title to the Intellectual Property, (ii) make, prosecute, and issue applications identified in the Intellectual Property, (iii) defend the validity of the Intellectual Property, and (iv) enforce the Intellectual Property. The cooperation encompasses proceedings in front of administrative tribunals (such as an appeals board of the United States Patent and Trademark Office or the Patent Office of any other country, region, or international body) and in courts of law or equity in any country, region, or international body. The proceedings include litigation (such as disputes regarding validity, infringement, and indemnification), reexamination proceedings, reissue proceedings, interference proceedings, derivation proceedings, opposition proceedings, post-grant review, *Inter partes* review, covered business method review, and any similar proceedings.

Cooperation includes, at Assignee's request and without further or other compensation beyond the good and valuable consideration recited above, (i) promptly reviewing and executing all truthful instruments or documents, (ii) promptly providing Assignee with all pertinent facts and documents relating to the Intellectual Property as may be known and accessible to Assignor, and (iii) testifying truthfully, under oath if necessary, orally and in writing.

For any reason, including by operation of law, in any respect and in any jurisdiction:

- to the extent that the assignment, sale, and transfer fails, Assignor grants Assignee an unconditional, irrevocable, perpetual, worldwide, fully paid-up, royalty-free, exclusive license, including the right to sublicense;
- to the extent that the exclusive license fails, the exclusive license shall operate as a non-exclusive license;
 and
- c. to the extent that the non-exclusive license fails, Assignor grants Assignee, Assignee's successors in interest, and each of their respective direct and indirect customers, a covenant not-to-sue, binding on Assignor's successors in interest.

If any provision of this Assignment is determined to be invalid or unenforceable for any reason, including by operation of law, all other provisions shall remain in full force and effect, and the court or tribunal making such a finding shall substitute an enforceable provision that most closely reflects the original.

Page 2 of 4

Assignor grants Harness, Dickey & Pierce, P.L.C. the power and authority to insert the corresponding application numbers, filing dates, and titles in the spaces provided above for any of the Patent Applications after execution of this Assignment.

Willing of han-		
WILLIAM NORRIS	,	
State or fouturely County of Mason)) ss.)	
on Sept. 21	. 20	15, the foregoing individuals personally appeared before me, executed the
foregoing instrument, and acknowledged to	me tha	t they executed the same of their own free will for the purpose therein set forth.
		Notary Public, Hand Jones Doputy Chark #476155
		Acting in the County Of Man
(seal)		Acting in the County Of Mason State Of Kontuky
		State Of Kontuky
		My Commission Expires 10/5/16
	,	
en e		
DAVID LINDSAY		
State of)	
County of) ss.)	
On	. 20:	15, the foregoing individuals personally appeared before me, executed the
foregoing instrument, and acknowledged to	me that	they executed the same of their own free will for the purpose therein set forth.
		Notary Public,
seal)		Acting in the County Of
		State Of
		My Commission Expires

Page 3 of 4

Assignor grants Harness, Dickey & Pierce, P.L.C. the power and authority to insert the corresponding application numbers, filing dates, and titles in the spaces provided above for any of the Patent Applications after execution of this Assignment.

WILLIAM NORRIS	
State of)
County of) ss.)
	2015, the foregoing individuals personally appeared before me, executed the me that they executed the same of their own free will for the purpose therein set forth.
	Notary Public,
(seal)	Acting in the County Of
	State Of
	My Commission Expires
Darud Livo DAVID LINDSAY	ben
State of Kentucky)) ss.
County of Book)
On <u>()C+ODEV (o+N)</u> foregoing instrument, and acknowledged to n	2015, the foregoing individuals personally appeared before me, executed the ne that they executed the same of their own free will for the purpose therein set forth.
	Notary Public,
(seal)	Acting in the County Of Boone
	State Of Kentuky
	My Commission Expires May 24, 2017
CODY SHARER Notary Public - State at Large Kentucky My Commission Expires May 24, 2017 Notary ID 489986	Page 3 of 4

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Colara SA 1500 EDWARD BEES	
foregoing instrument, and acknowledged to me that t	5, the foregoing individuals personally appeared before me, executed the hey executed the same of their own free will for the purpose therein set forth.
LeeAnn Stone, Notary Public State of Ohio My Commission Expires Nov. 15, 2019	Notary Public, Lee and Stone Acting in the County of Butler State Of Oh'10 My Commission Expires Nov. 15, 2019
Mycmas Coganas THOMAS COPANAS	· ·
	i, the foregoing individuals personally appeared before me, executed the hey executed the same of their own free will for the purpose therein set forth.
LoeAnn Stone, Notary Public State of Ohio My Commission Expires Nov. 15, 2019	Notary Public, Lewann Stone Acting in the County Of Burtler State Of Ohio Acting Symples Nov. 15, 2010

Page 4 of 4

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