

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3727495

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSET PURCHASE AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
SNTECH, INC.			03/04/2015
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VERDE SMART MOTORS, INC.		
<b>Street Address:</b>	7605 N. SHADOW MOUNTAIN RD.		
<b>City:</b>	PARADISE VALLEY		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85253		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	8080907		
<b>Patent Number:</b>	8456043		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)586-7800		
<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>			
<b>Phone:</b>	312-456-8400		
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<b>Correspondent Name:</b>	GREENBERG TRAURIG, LLP (PHX)		
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<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	158361-010200		
<b>NAME OF SUBMITTER:</b>	TAMBRA L. WHITE		
<b>SIGNATURE:</b>	/Tambra L. White/		
<b>DATE SIGNED:</b>	02/04/2016		
<b>Total Attachments: 85</b>			
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “*Agreement*”), dated as of March 4, 2015, is entered into by and between: (i) SNTech, Inc., a Delaware corporation (“*Seller*” or “*Debtor*”) and (ii) Verde Smart Motors, Inc., a Delaware corporation (“*Purchaser*”).

### PRELIMINARY STATEMENTS

A. On December 4, 2014, Debtor filed a voluntary petition for relief under Chapter 11 (“*Bankruptcy Case*”) of Title 11 of the U.S. Code (as amended, the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the District of Arizona (the “*Bankruptcy Court*”). Debtor is continuing to operate its business as a debtor-in-possession as authorized by and in accordance with the Bankruptcy Code.

B. Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase and acquire from Debtor, certain assets related to its business commonly known as the manufacturing of pump equipment (the “*Pump Business*”) and the sale of OEM and after-market HVAC equipment (“*HVAC Business*” and, together with the Pump Business, the “*Specified Business*”).

C. Upon the terms and subject to the conditions set forth herein and pursuant to Sections 363 and 365 of the Bankruptcy Code, Seller desires to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser desires to purchase and accept from Seller, the Purchased Assets (as defined in Section 2.1) as contemplated herein.

F. The parties desire to consummate the transactions contemplated hereby as promptly as practicable after the Bankruptcy Court enters the Sale and Assumption Order (as defined in Section 1.25.)

### AGREEMENT

In consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Definitions.* As used in this agreement, the following defined terms have the meanings indicated below:

1.1 “*Accounts Receivable*” means all accounts receivable, notes receivable and indebtedness for borrowed money or overdue accounts receivable, in each case, due and owing by any third party to Seller.

1.2 “*Action*” means any demand, claim, action, suit or proceeding, arbitral action, inquiry, criminal prosecution or investigation by or before any Governmental or Regulatory Authority.

1.3 “*Auction*” means the auction, pursuant to the provisions set forth in this Agreement held at the law offices of Gordon Silver, One East Washington, Suite 400, Phoenix, Arizona 85004.

1.4 “*Bid Procedures Order*” means the Order: (I) Approving Bid Procedures Relating to Sale of the Debtor’s Assets, Including Bid Protections; (II) Scheduling a Hearing to Consider the Sale; (III) Approving the Form and Manner of Notice of Sale by Auction; (IV) Establishing Procedures for Noticing and Determining Cure Amounts; and (V) Granting Related Relief entered by the Bankruptcy Court.

1.5 “*Books and Records*” means all business records of Seller (in any form or medium), including all manuals, sales and credit records, pricing guidelines, Contracts, licenses, computer files, operating data, invoices, supplier lists, billing records, engineering records, drawings, blueprints, schematics, studies, customer lists, customer records, test records, financing records, and personnel and payroll records, to the extent they are directly related to the Purchased Assets, to the extent that they are assignable without a payment of a fee, other than the Retained Books and Records.

1.6 “*Business Day*” means a day other than Saturday, Sunday or any day on which banks located in the State of Arizona are authorized or obligated to close.

1.7 “*Contract*” means any written agreement, contract, lease, sublease, rental agreement, or similar agreement, purchase orders, arrangement, commitment, Permit or license (other than this Agreement or any instruments executed or delivered in connection herewith) in effect as of the Closing to which any of the Purchased Assets are subject, except to the extent included in the Excluded Assets.

1.8 “*Cure Amounts*” means all cure amounts, pursuant to Section 365(b)(1)(A) or (B) of the Bankruptcy Code, owing under any Purchased Contracts as of the Closing Date that the Bankruptcy Court may order to be paid as a condition to Purchaser’s assumption and assignment of any of the Purchased Contracts.

1.9 “*DIP Credit Facility*” means the loans tendered by the DIP Lender to Debtor as debtor-in-possession pursuant to the entry of an order of the Bankruptcy Court.

1.10 “*DIP Lender*” means Municipal Employees’ Retirement System of Louisiana and each additional participant providing debtor-in-possession financing to Debtor pursuant to the entry of an order of the Bankruptcy Court.

1.11 “*Escrow Agent*” shall mean Wells Fargo Bank, N.A.

1.12 “*Excluded Assets*” shall mean: (i) the Retained Rights of Action, including, without limitation, those identified on Schedule 1.12(i); (ii) the formation documents of Seller (including any corporate charter, bylaws or certificates of organization or formation), qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, transfer books, equity interest certificates and other documents relating to the organization, maintenance and existence of Seller as a corporation; (iii) the Retained Books and Records;

(iv) any of the rights of Seller under this Agreement or any other agreement between Seller, on the one hand, and Purchaser, on the other hand, entered into on or after the date of this Agreement; (v) all claims of Seller for refunds of Taxes; (vi) all Contracts other than the Purchased Contracts; (vii) all revenues earned by and payable to Seller with respect to the Purchased Assets prior to the Closing Date; (viii) all Accounts Receivable of Seller, including, without limitation, those identified on Schedule 1.12(viii); (ix) cash held by Seller; (x) any other assets of Seller that are identified as being subject to purchase orders and are in shipment to any third party as of the Closing; (xi) all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise; (xii) all insurance policies of Seller (including directors' and officers' insurance policies) and all rights to applicable claims and proceeds thereunder; and (xiii) all intellectual property other than the Intellectual Property.

1.13 “*Excluded Contracts*” means all Contracts other than the Purchased Contracts.

1.14 “*Governmental Order*” means any Law, order, judgment, injunction, decree, stipulation or determination issued, promulgated or entered by or with any Governmental or Regulatory Authority of competent jurisdiction.

1.15 “*Governmental or Regulatory Authority*” means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision.

1.16 “*Internal Revenue Code*” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

1.17 “*Laws*” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

1.18 “*Liability*” means any claim, as defined by Section 101(5) of the Bankruptcy Code, including any indebtedness, obligation or other liability (whether or not absolute, accrued, matured, contingent, liquidated, known, suspected, fixed or otherwise), fine, assessment, penalty, judgment, award, loss, claim, demand, damage or settlement respecting any Action.

1.19 “*Lien*” means any lien, claim, charge, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option or other encumbrance (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction).

1.20 “*Permit*” means any permits, licenses, franchises, approvals, certificates, certifications, consents, waivers, concessions, registrations or other authorizations of any Governmental or Regulatory Authority.

1.21 “*Person*” means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental or Regulatory Authority.

1.22 “*Retained Books and Records*” means, collectively: (i) any corporate minute books, books and records of account, corporate records, financial records, and any other books and records that are not expressly defined in Books and Records; (ii) any Bankruptcy Court filings or documents relating to or necessary for winding up of Seller and the administration of the Bankruptcy Case; (iii) any materials about employees, disclosure of which would violate an employee’s reasonable expectation of privacy; (iv) any materials that are subject to attorney-client privilege or which Seller is prohibited from disclosing or transferring to Purchaser under applicable Law and is required by applicable Law to retain; (v) any documents reasonably necessary for purposes of the prosecution, settlement or enforcement by Seller of the Retained Rights of Action; or (vi) any documents primarily relating to the Excluded Assets or the Excluded Liabilities.

1.23 “*Retained Rights of Action*” mean all causes of action and chose in actions of Seller arising under Sections 544, 545, 546, 547, 548, 549 and 550 of the Bankruptcy Code; *provided, however*, that “Retained Rights of Action” shall not include any causes of action, chose in actions, rights, claims, lawsuits, causes of action, rights of recovery, rights of set off, rights of recoupment, refunds, demands, defenses, judgments, accounts, rights, claims, powers or privileges that relate to or are associated with the Purchased Assets.

1.24 “*Rights of Action*” mean any and all rights, claims (including claims as defined in the Bankruptcy Code), lawsuits, causes of action, rights of recovery, rights of set off, rights of recoupment, refunds, demands, defenses, judgments, accounts, and rights, claims, powers or privileges of any kind or character whatsoever, known or unknown, suspected or unsuspected, whether arising prior to, on or after the petition date, in Contract or in tort, at Law or in equity, or under any other theory of law, held by Seller against any Person, including those identified on Schedule 1.24.

1.25 “*Sale and Assumption Order*” means the final, non-appealable order of the Bankruptcy Court authorizing and approving, among other things: (i) the sale, assignment, transfer, conveyance and delivery of the Purchased Assets to Purchaser on an “as is, where is” basis, free and clear of all interest, Liens, claims and encumbrances (other than the Permitted Exceptions) pursuant to Section 363 of the Bankruptcy Code, with all such interests, Liens, claims and encumbrances attaching to the proceeds of the sale; and (ii) the assumption and assignment of the Assumed Contracts included in the Purchased Assets, which is not subject to a stay and is in a form acceptable to Purchaser.

1.26 “*Tax Return*” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

1.27 “*Taxes*” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including Taxes under Internal Revenue Code section 59A), customs duties,

capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not and any expenses incurred in connection with the determination, settlement or litigation of any tax liability.

## 2. *Purchase and Sale of Assets; Closing.*

2.1 *Assets.* Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all Liabilities (other than Assumed Liabilities) and Liens, to the extent permitted pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, and Purchaser shall purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to the following (the "*Purchased Assets*"):

(a) tangible assets, including, without limitation, fixed assets, furniture, fixtures, goods, equipment, inventories and computer hardware ("*Personal Property*"), as specifically set forth on Schedule 2.1(a); and (ii) intellectual property, including patents, trademarks, trade names, industrial designs, licenses (relating to rights to use intellectual property and software programs) and inventions used directly in the operation of the Specified Business, as specifically set forth on attached Schedule 2.1(a) (the "*Intellectual Property*");

(b) website code and the related content to the extent transferrable and solely relating to the Specified Business, as set forth on attached Schedule 2.1(b);

(c) all right, title and interest in, and claims under, the Contracts of Seller specifically set forth on attached Schedule 2.1(c) (the "*Purchased Contracts*");

(d) all Books and Records, other than the Retained Books and Records;

(e) all credits, deferred charges, refunds and prepaid expenses and deposits relating to the Purchased Assets;

(f) all Rights of Action, other than the Retained Rights of Action;

(g) all goodwill associated with the operation of the assets identified in clauses (a) through (f) set forth above; and

(h) any other non-cash assets of Seller related directly to the assets identified in clauses (a) through (f) set forth above.

2.2 *Excluded Assets.* Notwithstanding anything in this Agreement to the contrary, Seller shall not sell, transfer, convey, assign and deliver to Purchaser at the Closing the Excluded Assets, and such Excluded Assets shall not constitute a part of the Purchased Assets.



2.3 *Assumed Liabilities.* At and as of the Closing, Purchaser shall assume and agree to pay, perform and discharge only the following Liabilities of Seller (the “*Assumed Liabilities*”):

(a) all Liabilities arising from and after the Closing Date pursuant to or in respect of all Purchased Assets; *provided, however*, with respect to Purchased Contracts, Purchaser shall assume Liabilities only as of the date which (and only to the extent) the Bankruptcy Court authorizes assumption and assignment of such Contracts;

(b) all Liabilities for any Cure Amounts;

(c) all Transaction Taxes;

(d) all Liabilities for the portion of Periodic Taxes for which Purchaser is liable under Section 3.3(b); and

(e) all Liabilities identified on Schedule 2.3.

2.4 *Excluded Liabilities.* Other than the Assumed Liabilities, Purchaser shall not assume or be liable for or bound by any Liabilities of Seller or any Lien (whether or not asserted, scheduled or evidenced by a filed proof of claim or other form of writing evidencing such claim filed in the Bankruptcy Case, whether secured, priority, administrative or unsecured, or whether accruing prior to or after the commencement of the Bankruptcy Case) (collectively, the “*Excluded Liabilities*”). For the avoidance of doubt and without intending to limit the generality or effect of the foregoing, the Excluded Liabilities shall include the following Liabilities of Seller:

(a) all Liabilities under the Purchased Assets accruing prior to the Closing Date, including Liabilities relating to any warranties for assets sold by Seller to third parties; *provided, however*, that, with respect to Purchased Contracts, Purchaser shall not assume any Liabilities thereunder accruing prior to the date on which the Bankruptcy Court authorizes assumption and assignment of such Contracts;

(b) all Liabilities under the Excluded Contracts or in respect of any other Excluded Asset, in each case whether accruing prior to, at or after the Closing Date; and

(c) all Liabilities for the portion of Periodic Taxes for which Seller is liable under Section 3.3(b).

2.5 *Designation Rights.* Notwithstanding anything herein to the contrary, Purchaser reserves the right to amend Schedule 2.1(c) to remove any Contract listed on Schedule 2.1(c) and designate such Contract as an Excluded Contract, in each case, at any time during the period commencing on the date of this Agreement and ending within one day prior to the Auction (the “*Designation Right Period*”) and notice is given to Seller. Any Contract that is not designated as a Purchased Contract pursuant to this Section 2.5 at the expiration of the Designation Right Period shall be deemed an Excluded Contract and an Excluded Asset for all purposes of this Agreement.

## 2.6 *Consideration and Deposit.*

(a) The total consideration payable by Purchaser to Seller in consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets to Purchaser, and in reliance upon the representations, warranties, covenants and agreements of Seller set forth herein, is: (i) an amount equal to [REDACTED] (the "*Purchase Price*"); and (ii) the assumption by Purchaser of the Assumed Liabilities.

(b) Purchaser has deposited with Escrow Agent in readily available funds [REDACTED] (including any interest earned thereon, the "*Deposit*"). The Deposit shall be treated in accordance with the Bid Procedures Order.

(c) Purchaser shall pay all Cure Amounts in respect of the Purchased Contracts upon the later of: (i) the Closing; or (ii) five Business Days after the Bankruptcy Court enters the Sale and Assumption Order.

2.7 *Purchase Price Allocation.* Purchaser and Seller shall agree upon an allocation of the Purchase Price among the Purchased Assets in accordance with the allocation requirements of Section 1060 of the Internal Revenue Code within three Business Days prior to the Closing. The allocation of the Purchase Price among the Purchased Assets agreed upon by the parties pursuant to this Section shall be agreed upon in writing, executed and delivered by Purchaser and Seller to each other (the "*Purchase Price Allocation Agreement*"). From and after the execution of the Purchase Price Allocation Agreement, any subsequent adjustment to the allocable Purchase Price shall be reflected in the Purchase Price Allocation Agreement in a manner consistent with Treasury Regulation Section 1.1060-1T. Purchaser and Seller agree for all Tax purposes to report the transactions contemplated by this Agreement in a manner substantially consistent with the Purchase Price Allocation Agreement, and neither party will take any position materially inconsistent therewith in any Tax Return, in any refund claim, in any litigation or otherwise, unless required to do so by a Governmental or Regulatory Authority. From and after the Closing, Purchaser and Seller shall each be responsible for the preparation of their own Form 8594 and other applicable forms in accordance with the applicable Tax laws, and each shall execute and deliver to the other such statements and forms as are commercially reasonably requested by the other party.

## 3. *Closing.*

3.1 *Closing.* Subject to satisfaction of the conditions set forth in Section 7, the closing of the transactions contemplated herein (the "*Closing*") will take place at the offices of the Escrow Agent and shall occur on the seventh Business Day after the entry of the Sale and Assumption Order by the Bankruptcy Court (the "*Closing Date*") (or at such other time, place and date as may be mutually agreed upon in writing by Purchaser and Seller).

## 3.2 *Deliveries.*

(a) At or prior to the Closing, Seller shall deliver the following to Escrow Agent:

(i) an original executed bill of sale setting forth the Personal Property in the form attached as Exhibit A;

(ii) an executed counterpart of the assignment of Purchased Contracts in the form attached as Exhibit B (the "*Assignment of Contracts*");

(iii) an executed assignment of patents in the form attached hereto as Exhibit C ("*Patent Assignment*"); and

(iv) any other certificates, contracts, documents and instruments required to be delivered by Seller under this Agreement or reasonably requested by Escrow Agent or Purchaser to consummate Closing of the transactions contemplated herein.

(b) At or prior to the Closing, Purchaser shall deliver the following to Escrow Agent:

(i) the Purchase Price and any other amounts due hereunder by Purchaser to consummate the Closing of the transactions contemplated herein;

(ii) an executed counterpart of the Assignment of Contracts;  
and

(iii) any other certificates, contracts, documents and instruments required to be delivered by Purchaser under this Agreement or reasonably requested by Escrow Agent to consummate the Closing of the transactions contemplated herein.

### 3.3 *Tax Prorations and Costs.*

(a) Any Taxes that may be payable by reason of the sale of the Purchased Assets under this Agreement (including any transfer, sales, use, value added, gross receipts, stamp, duty, documentary, registration, business and occupation and other similar taxes) (the "*Transaction Taxes*") shall be the responsibility and obligation of Purchaser. In no event shall either party to this Agreement be responsible for the Taxes based on net income, margin or gain of the other party that arises as a consequence of the consummation of the transactions contemplated hereby.

(b) As to any Purchased Assets acquired by Purchaser, Seller and Purchaser shall apportion the liability for real and personal property taxes and ad valorem Taxes ("*Periodic Taxes*") for all Tax periods including but not beginning or ending on the Closing Date (the "*Proration Periods*"). For purposes of calculating prorations, Seller shall be deemed to be in title to the Purchased Assets, and, therefore, entitled to the income therefrom and responsible for the expenses for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date and based upon the actual number of days in such month and a 365 day year.

(c) Seller and Purchaser shall bear their own costs and expenses arising out of the negotiation, execution, delivery and performance of this Agreement (including regulatory filing fees and costs) and the consummation of the transactions contemplated by this

Agreement, including, without limitation, fees and expenses for legal counsel, accountants, business valuers and financial advisors.

3.4 *Further Assurances.* At any time or from time to time after the Closing, at Seller's request and without further consideration, Purchaser shall execute and deliver such other reasonable instruments and documents as may be reasonably necessary to effectuate the transactions contemplated by this Agreement. At any time or from time to time after the Closing, at Purchaser's request and without further consideration, Seller shall execute and deliver such other reasonable instruments and documents as may be reasonably necessary to effectuate the transactions contemplated by this Agreement.

3.5 *Third-Party Consents.* To the extent that any Purchased Asset is not assignable without the consent of another and such consent is not waived by operation of Section 365 of the Bankruptcy Code or order of the Bankruptcy Court, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof or a default thereunder. Seller, on the one hand, and Purchaser, on the other hand, shall use their commercially reasonable efforts to obtain the consent of such other party to such assignment to Purchaser in all cases in which such consent is or may be required for such assignment. The Purchase Price shall not be reduced as a result of the inability of Seller to obtain any such consent or assignment.

4. *Pre-Closing Covenants.* Seller and Purchaser shall use commercially reasonable efforts to take, or cause to be taken, all actions, or do, or cause to be done, all things, reasonably necessary to consummate the transactions contemplated hereby as promptly as practicable, and neither Seller nor Purchaser shall take any action after the date hereof (other than any action required to be taken under this Agreement or to which the other shall have granted its consent) that could reasonably be expected to materially delay the consummation of the transactions contemplated hereby.

5. *Representations and Warranties of Seller.* Seller represents and warrants to Purchaser that the following statements are true and correct as of the date of this Agreement and as of the Closing:

5.1 *Organization.* Seller is duly organized and validly existing under the laws of the jurisdiction of its organization.

5.2 *Authorization of Transaction.* Subject only to Bankruptcy Court approval pursuant to the Sale and Assumption Order, Seller has full power and authority to execute and deliver this Agreement and each agreement, document or instrument required to be delivered by it hereby or in connection herewith and to perform its obligations under this Agreement and each agreement, document or instrument required to be delivered by it hereby or in connection herewith and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this Agreement and the other agreements, documents or instruments required to be delivered by Seller hereby or in connection herewith and the performance by Seller of its obligations hereunder and thereunder have been duly and validly authorized by all necessary action on the part of Seller. This Agreement and each of the other agreements, documents or instruments required to be delivered by Seller hereby or in connection herewith have been, or

when executed and delivered will have been, duly executed and delivered by Seller and is, or once executed will be, the valid and binding agreement of Seller, enforceable against Seller in accordance with their respective terms.

5.3 *Litigation.* Except for Actions filed in the Bankruptcy Court or described in the omnibus declaration of Debtor or Debtor's Schedules and Statements filed with the Bankruptcy Court, Seller does not have knowledge of any Actions pending or threatened in writing against Seller that question or challenge: (i) the validity of this Agreement or any of the other agreements, documents or instruments required to be delivered by Seller hereby or in connection herewith; or (ii) any action taken or proposed to be taken by Seller pursuant to this Agreement or any of the other agreements, documents or instruments required to be delivered by Seller hereby or in connection herewith.

5.4 *Compliance with Laws; Permits.* Except as excused by the Bankruptcy Code or Bankruptcy Court or otherwise in connection with the Bankruptcy Case: (i) to the Seller's knowledge, Seller is not in material violation of any Laws relating to the Specified Business or the Purchased Assets; and (ii) Seller has not been notified in writing that Seller has been or may be charged with any material violation of any provision of any Law relating to the Specified Business or the Purchased Assets.

5.5 *Title to Purchased Assets.* Seller has title to (or in the case of leased assets, valid and enforceable leasehold rights in), is the lawful owner or lessee of, and pursuant to the Sale and Assumption Order has the full right to sell, transfer, convey, assign and deliver, the Purchased Assets, which shall be sold by Seller free and clear of all Liabilities (other than Assumed Liabilities) and Liens. At and as of the Closing, Seller will convey to Purchaser title to (or in the case of leased assets, valid and enforceable leasehold rights in) the Purchased Assets free and clear of all Liabilities (other than Assumed Liabilities) and Liens (other than Liens relating to the Assumed Liabilities).

5.6 *Intellectual Property.* Seller owns, licenses or otherwise possesses legally enforceable rights to use all Intellectual Property registered in the United States currently used in, related to, necessary to or material to, the Specified Business. Schedule 2.1(a) sets forth a true, correct and complete list of: (i) all issued patents, all registered trademarks, trade names, service marks and copyrights and all other Intellectual Property, owned, used or licensed by the Seller in connection with the Specified Business; (ii) the registration number, date of registration and jurisdiction of registration thereof, if applicable; and (iii) the name of the registered owner and, if different, the user or users thereof; (iv) any applications for any of the foregoing.

5.7 *As Is, Where Is Sale.* EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS OR THE ASSUMED LIABILITIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5, PURCHASER ACKNOWLEDGES THAT THE ACQUIRED ASSETS ARE BEING SOLD, TRANSFERRED, CONVEYED, ASSIGNED AND DELIVERED TO, AND PURCHASED AND ACCEPTED BY, PURCHASER ON AN "AS IS/WHERE IS" BASIS AND "WITH ALL FAULTS."

SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING IMPLIED WARRANTIES OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND ALL OTHER WARRANTIES IMPOSED OR RECOGNIZED BY STATUTE. ADDITIONALLY, SELLER MAKES NO WARRANTIES TO PERSONS THAT ARE DEFINED AS CONSUMERS IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

ANY DESCRIPTIONS, SAMPLES OR SPECIFICATIONS OF THE EQUIPMENT OR ANY OF THE PURCHASED ASSETS PROVIDED BY OR ON BEHALF OF SELLER ARE NOT WARRANTED BY SELLER TO BE ACCURATE OR COMPLETE. IF A MODEL OR SAMPLE WAS SHOWN TO PURCHASER, SUCH MODEL OR SAMPLE WAS USED MERELY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY OF GOODS, EQUIPMENT OR THE OTHER PURCHASED ASSETS SOLD BY SELLER AND NOT TO REPRESENT THAT THE GOODS OR ANY OF THE PURCHASED ASSETS WOULD NECESSARILY CONFORM TO SUCH MODEL OR SAMPLE. ANY SUCH DESCRIPTIONS, SAMPLES, SPECIFICATIONS AND MODELS (COLLECTIVELY, "*DESCRIPTIVE MATERIALS*") ARE FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS, EQUIPMENT OR THE OTHER PURCHASED ASSETS. NO DESCRIPTIVE MATERIALS SHALL BE DEEMED PART OF THE BASIS FOR PURCHASER'S PURCHASE OF THE GOODS, EQUIPMENT OR THE OTHER PURCHASED ASSETS.

6. *Representations and Warranties of Purchaser.* Purchaser represents and warrants to Seller that the following statements are true and correct as of the date of this Agreement and as of the Closing:

6.1 *Organization, Qualification, and Corporate Power.* Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. Purchaser is duly authorized to conduct business and is in good standing under the laws of each jurisdiction in which the nature of its businesses or the ownership or leasing of its properties requires such qualification. Purchaser has full corporate power and authority to carry on the businesses in which it is engaged and to own and use the properties owned and used by it.

6.2 *Authorization of Transaction.* Purchaser has full power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by it in connection with the transactions contemplated hereby and to perform the obligations thereunder. Subject to Bankruptcy Court approval pursuant to the Sale and Assumption Order, Purchaser does not need to give any notice to, make any filing with or obtain any authorization, consent or approval of any Governmental or Regulatory Authority in order for Purchaser to consummate the transactions contemplated by this Agreement, except where the failure to give notice, to file or to obtain any authorization, consent or approval would not have a material adverse effect on the ability of the Purchaser to consummate the transactions contemplated by this Agreement.

6.3 *Noncontravention.* Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will: (i) violate any

Governmental Order to which Purchaser is subject or any provision of the charter or bylaws of Purchaser; or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any Contract to which Purchaser is a party or by which it is bound.

6.4 *Location of Assets.* Purchaser acknowledges that to the extent that the Purchased Assets are located outside of the United States, all shipping, insurance and freight handling charges are the responsibility of Purchaser. Purchaser shall bear all risk of loss with respect to Personal Property from the moment the Personal Property is delivered to the carrier.

6.5 *Sufficiency of Funds.* Purchaser has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

6.6 *Legal Proceedings.* There are no actions, suits, claims, investigations or other legal proceedings pending or, to Purchaser's knowledge, threatened against or by Purchaser or any affiliate of Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

6.7 *Independent Investigation.* Purchaser has conducted its own independent investigation, review and analysis of the Specified Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Section 5 and the provisions set forth in Section 5.7; and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Specified Business, the Purchased Assets or this Agreement, except as expressly set forth in Section 5 of this Agreement.

## 7. *Conditions to Closing.*

7.1 *Purchaser's Conditions to Closing.* The obligations of Purchaser to proceed with the Closing are subject to the fulfillment at or prior to the Closing Date, of each of the conditions set forth in this Section 7.1 ("*Purchaser's Conditions Precedent*");

(a) the representations and warranties of Seller in Section 5 shall be true and correct in at and as of the Closing Date with the same effect as though made on and as of the Closing Date (except to the extent that any representation or warranty speaks to a specific date, such representation or warranty shall be true and correct as of such date);

(b) Seller shall have delivered to Escrow Agent the documents set forth in Section 3.2(a);

(c) all covenants, agreements and obligations contained in this Agreement to be performed or complied with by Seller on or prior to the Closing Date shall have been performed or complied with;

(d) the written approval and consent of any Person for the assignment and assumption of all Purchased Contracts shall have been obtained to the extent that such approval and consent is required under the terms of such Purchased Contract; *provided, however*, such approval and consent shall not be required if such Purchased Contract may be assigned upon the Bankruptcy Court's entry of an order;

(e) the Bankruptcy Court shall have entered the Sale and Assumption Order in the Bankruptcy Case approving Purchaser's purchase of the Purchased Assets, which order shall, among other things: (i) include a specific finding that Purchaser is a good faith purchaser of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code and that Section 363(n) of the Bankruptcy Code is inapplicable, (ii) be binding on any successor Chapter 11 or Chapter 7 trustee, and (iii) approve Seller's assumption and assignment to Purchaser of the Purchased Contracts;

(f) no preliminary or permanent injunction or other order of any Governmental or Regulatory Authority or Law that prevents the consummation of the transactions contemplated hereby shall be in effect;

(g) Seller shall have obtained the final determination of all Cure Amounts, and such Cure Amounts shall be acceptable to Purchaser in its sole discretion; and

(h) Seller shall have obtained the consent of the DIP Lender to sell the Purchased Assets pursuant to this Agreement free and clear of any and all Liens that the DIP Lender may have in connection with the DIP Credit Facility.

Purchaser shall have the right to waive in writing any or all of the conditions precedent to its obligations hereunder; *provided, however*, that no waiver by Purchaser of any condition to its obligations hereunder shall constitute a waiver by Purchaser of any other condition precedent to its obligations hereunder.

7.2 *Seller's Closing Conditions.* The obligations of Seller to proceed with the Closing are subject to the fulfillment at or prior to the Closing Date, of each of the conditions set forth in this Section 7.2 ("*Seller's Conditions Precedent*");

(a) the representations and warranties of Purchaser in Section 6 shall be true and correct in all material respects as of the Closing Date with the same effect as though made on and as of the Closing Date;

(b) Purchaser shall have delivered to Escrow Agent the documents and funds as set forth in Section 3.2(b); and

(c) all covenants, agreements and obligations contained in this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date shall have been performed or complied with in all material respects.

Seller shall have the right to waive in writing any or all of the conditions precedent to its obligations hereunder; *provided, however*, that no waiver by Seller of any condition to its



obligations hereunder shall constitute a waiver by Seller of any other condition precedent to its obligations hereunder.

8. *Survival of Representations, Warranties, Covenants and Agreements.* Seller and Purchaser have the right to rely fully upon the representations, warranties, covenants and agreements of the other contained in this Agreement; *provided, however*, the representations and warranties of Seller and Purchaser shall not survive the Closing unless expressly provided herein. For the avoidance of doubt, the covenants and agreements contained in this Agreement shall survive the Closing.

9. *Termination.*

9.1 *Termination.* This Agreement may be terminated and the transactions contemplated hereby may be abandoned upon the occurrence of any of the following:

(a) at any time prior to the Closing, by mutual written agreement of Seller and Purchaser;

(b) by Purchaser, if it is not then in material breach of this Agreement, upon written notice to Seller and Escrow Agent, if there shall be a material breach by Seller of any representation, warranty, covenant or agreement contained in this Agreement, which breach has not been cured within five Business Days after the giving of written notice by Purchaser to Seller of such breach;

(c) by Seller, if it is not then in material breach of this Agreement, upon written notice to Purchaser and Escrow Agent, if there shall be a material breach by Purchaser of any representation, warranty, covenant or agreement contained in this Agreement, which breach has not been cured within five Business Days after the giving of written notice by Seller to Purchaser of such breach; and

(d) by Purchaser, if the Closing shall not have occurred within 60 days after the date of this Agreement.

9.2 *Effect of Termination.* Upon the termination of this Agreement pursuant to Section 9.1, this Agreement, except this Section 9.2, Section 2.6(b), Section 10 and Section 11, shall become void and have no further effect and there shall be no liability hereunder on the part of Seller or Purchaser with respect to this Agreement except in connection with its obligations set forth in such Sections.

10. *Miscellaneous.*

10.1 *Notices.* Any notice required or permitted to be given under this Agreement shall be in writing and delivered or sent by: (i) personal delivery; or (ii) Federal Express or similar nationally recognized overnight courier service, and addressed to the parties at their respective addresses as they appear below. The parties may change their addresses for notice by giving notice of such change in accordance with this Section 10.1. Notices shall be deemed to have been received upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt or air bill.

If to Seller: SNTech, Inc.  
1702 E. Highland Ave., Suite 400  
Phoenix, Arizona 85016

With a copy to: Gordon Silver  
Attention: Talitha Kozlowski, Esq.  
3960 Howard Hughes Parkway, 9th Floor  
Las Vegas, Nevada 89169

and

Heller, Draper, Patrick, Horn & Dabney, L.L.C.  
Attention: William H. Patrick, III. Esq. and Tristan  
Manthey, Esq.  
650 Poydras St., Suite 2500  
New Orleans, Louisiana 70130

With a copy to: Gordian Group  
Attention: Peter S. Kaufman  
950 Third Avenue, 17th Floor  
New York, NY 10022

If to Purchaser: Verde Smart Motors, Inc.  
Attention: Brent A. Roland  
7605 North Shadow Mountain Road  
Paradise Valley, AZ 85253

With a copy to: Greenberg Traurig, LLP  
Attention: Brian H. Blaney, Esq.  
2375 East Camelback Road, Suite 700  
Phoenix, AZ 85016

If to Escrow Agent: Wells Fargo Bank, N.A.  
Attention: SNTech  
420 Montgomery  
San Francisco, CA 94104

10.2 *Brokers.* In the event of a claim for a broker's fee, finder's fee, commission or other similar compensation based upon any agreement alleged to have been made by Purchaser in connection herewith, Purchaser hereby agrees to reimburse Seller for any liability, loss, cost, damage or expense (including reasonable attorneys' and paralegals' fees and costs) which Seller may sustain or incur by reason of such claim. The provisions of this Section 10.2 shall survive the Closing or earlier termination of this Agreement.

10.3 *Entire Agreement.* This Agreement (and the exhibits attached hereto) supersedes all prior discussions and agreements between the parties with respect to the subject

matter hereof and thereof between the parties, and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

10.4 *Expenses.* Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated hereby.

10.5 *Waivers.* No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act, except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

10.6 *Attorneys' Fees.* In the event of the bringing of any action, arbitration or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party will be entitled to have the recovery of and from the other party all costs and expenses of the action, arbitration or suit, reasonable attorneys' fees and any other professional fees resulting therefrom.

10.7 *Amendment.* This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

10.8 *No Third Party Beneficiary.* The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third party beneficiary rights upon any Person.

10.9 *No Assignment; Binding Effect.* Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other party hereto and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

10.10 *Headings.* The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

10.11 *Governing Law.* This Agreement shall be governed by and construed exclusively in accordance with the Laws of the State of Arizona applicable to a contract executed and performed in such state, without giving effect to the conflicts of laws principles thereof.

10.12 *Consent to Jurisdiction; Venue.* Each party hereby irrevocably submits to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Arizona in any action, suit or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby, and agrees that any such action, suit or proceeding shall be brought only in such court. Each party hereby irrevocably waives, to the fullest extent permitted

by Law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum.

10.13 *Invalid Provisions.* If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

10.14 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

10.15 *Construction of Certain Terms and Phrases.* Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “*hereof*,” “*herein*,” “*hereby*” and derivative or similar words refer to this entire Agreement; (iv) the terms “*include*,” “*includes*” and “*including*” mean including without limiting the generality of any description preceding such term, and, for purposes of this Agreement, the rule of ejusdem generis shall not be applicable to limit a general statement that follows an enumeration of specific matters, to matters similar to the matters specifically enumerated; (v) reference to dollar amounts, unless otherwise specifically indicated, shall mean the lawful money of the United States of America; and (vi) the term “*Section*” refer to the specified Article or Section of this Agreement. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

10.16 *Attorney Representation.* In the negotiation, preparation and execution of this Agreement, each party has been represented by, or has been afforded the opportunity to consult with, an attorney of such party’s own choosing prior to the execution of this Agreement and has been advised that it is in such party’s best interest to do so. The parties have read this Agreement in its entirety and fully understand its terms and provisions. The parties have executed this Agreement freely, voluntarily and without any coercion whatsoever; they accept all terms, conditions and provisions hereof.

10.17 *Non-recourse.* This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, debtor, stockholder, agent, attorney or other representative of any party hereto or of any affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities

of any party hereto under this Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

11. *Sales Procedures.* This Agreement is subject in all respects to the approval of the Bankruptcy Court through the entry of the Sale and Assumption Order.

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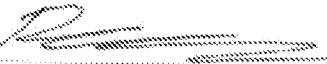
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties as of the date set forth above.

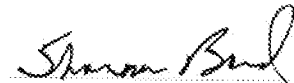
PURCHASER:

SELLER:

Verde Smart Motors, Inc., a Delaware corporation

SNTech, Inc., a Delaware corporation

By:   
Name: Brent A. Roland  
Its: President and Chief Executive Officer

By:   
Name: Shannon Bard  
Its: CEO

#### GUARANTEE

To induce the Seller to enter into this Agreement, Brent A. Roland ("Guarantor") intending to be legally bound, hereby guarantees to the Seller the due and punctual payment of the Purchase Price if, when and as due pursuant to Section 3.2(b). All payments hereunder shall be made in lawful money of the United States, in immediately available funds. This guarantee is an unconditional and continuing guarantee of payment and not of collection.

  
Brent A. Roland

[Signature Page to Asset Purchase Agreement]

**Exhibits and Schedules:**

Exhibit A	Bill of Sale
Exhibit B	Assignment of Contracts
Exhibit C	Assignment of Patents
Schedule 1.12(i)	Retained Rights of Action
Schedule 1.12(viii)	Accounts Receivable
Schedule 2.1(a)	Personal Property and Intellectual Property
Schedule 2.1(b)	Website Content
Schedule 2.1(c)	Purchased Contracts
Schedule 2.3	Assumed Liabilities

**Exhibit A**

**Bill of Sale**

**(Follows on next page.)**



## BILL OF SALE

This Bill of Sale is made effective as of the [ ] day of [ ], 2015, from SNTech, Inc., a Delaware corporation ("*Seller*"), to Verde Smart Motors, Inc., a Delaware corporation ("*Purchaser*"). By this Bill of Sale, Seller, in accordance with the terms and conditions of that certain Asset Purchase Agreement, dated March 4, 2015, by and among Seller and Purchaser (as such agreement may be amended, the "*Purchase Agreement*"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably sell, transfer, convey, assign, grant and deliver unto Purchaser, its successors and assigns, all of Seller's legal and beneficial right, title and interest of any kind or character, whether or not such rights are now existing or come into existence hereafter, and whether or not such rights are now known, recognized or contemplated, in and to all of the Purchased Assets, and any and all goodwill associated with the foregoing, TO HAVE AND TO HOLD, unto Purchaser, its successors and assigns forever. Except as specifically set forth in the Purchase Agreement, no right, title or interest in the Purchased Assets are reserved to, or retained by, Seller.

EXCEPT TO THE EXTENT OTHERWISE SPECIFICALLY PROVIDED HEREIN OR IN THE PURCHASE AGREEMENT, THE PURCHASED ASSETS ARE IS BEING SOLD "AS IS" AND "WHERE IS" AND ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

This instrument is given pursuant to the Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, expand, diminish, or in any other way affect any of the obligations, agreements, covenants, representations or warranties of Seller contained in the Purchase Agreement. Capitalized terms not otherwise defined in this Bill of Sale have the meanings assigned to such terms in the Purchase Agreement. This Bill of Sale shall be governed in all respects by the laws of the State of Arizona.

IN WITNESS WHEREOF, this Bill of Sale has been executed by Seller as of  
[\_\_\_\_\_], 2015.

SELLER:

SNTech, Inc., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit B**

**Assignment of Contracts**

**(Follows on next page.)**

## ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "*Assignment*") is made as of [\_\_\_\_], 2015, by and (i) SNTech, Inc., a Delaware corporation ("*Assignor*") and (ii) Verde Smart Motors, Inc., a Delaware corporation ("*Assignee*").

### PRELIMINARY STATEMENTS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "*Purchase Agreement*") dated as of March 4, 2015, respecting the sale of the Purchased Assets (as defined in the Purchase Agreement). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

B. Assignor desires to transfer, convey and assign to Assignee, and Assignee desires to assume from Assignor, the rights, duties, obligations, and liabilities (as limited by the Purchase Agreement and that certain Sale and Assumption Order entered by the United States Bankruptcy Court for the District of Arizona in Assignor's Chapter 11 case on [\_\_\_\_], [\_\_\_\_], 2015 approving the Purchase Agreement and authorizing the assignment contemplated hereby (the "*Order*")) of Assignor, under the Purchased Contracts set forth on Exhibit A attached hereto, to be effective upon the Closing under the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinbelow set forth and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. *Assignment of Purchased Contracts.* Subject to the terms, covenants, conditions and provisions of the Contracts and this Assignment, effective as of the Closing, Assignor hereby transfers, conveys and assigns over to Assignee all of Assignor's rights, title and interest in, and to claims under, the Purchased Contracts.

2. *Assumption of Purchased Contracts.* As of the Closing, Assignee hereby accepts the transfer, conveyance and assignment of the Purchased Contracts from Assignor, and agrees to assume and perform all of Assignor's duties and obligations under the Purchased Contracts accruing from and after the Closing.

3. *Purchase Agreement.* This Assignment is given pursuant to the Purchase Agreement. The execution and delivery of this Assignment shall not impair or diminish any of the rights or obligations of any of the parties to the Purchase Agreement, as set forth therein. This Assignment is made, authorized and directed pursuant to the Sale and Assumption Order (as defined in the Purchase Agreement).

5. *Agreements with Third Persons.* The parties hereto hereby acknowledge and agree that any agreement between or among any of the parties to the Purchase Agreement (as approved and to the extent modified by the Order) and any third Person executed in connection with the assignment or the assumption of any Purchased Contract, as set forth in the Order, shall not override, supersede, modify, limit or amend in any manner the agreement of the parties with

respect to this Assignment or the transactions contemplated by the Purchase Agreement, including, without limitation, the agreement of the parties hereto concerning the identity or amount of the Assumed Liabilities or the Excluded Liabilities.

6. *Further Assurances.* At any time or from time to time after the Closing, at Assignor's or Assignee's request and without further consideration, Assignor or Assignee shall execute and deliver to the other party such other reasonable instruments and documents as may be reasonably necessary to effectuate the assignment and assumption of the Purchased Contracts.

7. *Binding Effect.* This Assignment shall be binding upon, and inure to the benefit of, the successors and assignees of all respective parties hereto.

8. *Governing Law.* This Assignment shall be governed by and construed exclusively in accordance with the Laws of the State of Arizona applicable to a contract executed and performed in such state, without giving effect to the conflicts of laws principles thereof.

9. *Venue.* Each party hereby irrevocably submits to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Arizona in any action, suit or proceeding arising out of or relating to this Assignment or any of the transactions contemplated hereby, and agrees that any such action, suit or proceeding shall be brought only in such court. Each party hereby irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum.

10. *Counterparts.* This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which shall be deemed an original and all of which counterparts taken together shall constitute one and the same Assignment.

***(Signature page follows.)***

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNEE:

Verde Smart Motors, Inc., a Delaware  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNOR:

SNTech, Inc., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT “A”**  
**to**  
**Assignment and Assumption of Contracts**

Set forth below is the list of Purchased Contracts:

1.

**Exhibit C**

**Assignment of Patents**

**(Follows on next page.)**



## ASSIGNMENT OF PATENTS

WHEREAS, SNTech, Inc. ("*Assignor*") is the owner of the patents listed in Schedule 2.1(a) (the "*Patents*"), which is attached hereto; and

WHEREAS, Verde Smart Motors, Inc., a Delaware corporation ("*Assignee*"), is desirous of acquiring the entire right, title, and interest in all of the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants and assigns unto Assignee its entire right, title, and interest in the Patents which includes all patent applications based thereupon, including but not limited to any and all divisions, continuations, and continuations-in-part, reissues or extensions, and in all corresponding or related applications filed in the United States and countries foreign to the United States, and in all patents issuing therefrom.

Assignee also hereby acquires the right, power, and authority to file and prosecute the Patents in its own name, wherever such right may be legally exercised, including the right to claim the priority and benefits of the Patent Cooperation Treaty. Assignee also hereby maintains the right to bring actions for infringement of any right in the Patents in its own name, including past infringement, in any jurisdiction.

It is hereby authorized and requested that the United States Commissioner of Patents and Trademarks, who is duly authorized to issue any and all Letters Patent, and such patent office officials in foreign countries as are duly authorized by their patent laws to issue patents, recognize and record that Assignee is the owner of the entire right, title, and interest to the Patents for the sole use and benefit of Assignee, its successors, assigns, and legal representatives, to the full end of the term for which the Patents are granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Assignor hereby agrees, without further consideration and without expense to itself, to sign all lawful papers and to perform all other lawful acts which the Assignee may request in order to make this Assignment fully effective, including, but not limited to, additional assignment documents as may be required by foreign patent offices. Assignor also agrees to cooperate to the best of its ability in producing evidence and executing all other lawful documents pertaining to the prosecution, preservation and enforcement of the Patents.

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This Assignment shall be binding upon any and all heirs and legal representatives of Assignor.

Executed this [ ] day of [ ], 2015.

SNTech, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Schedule 1.12(i)**

**Retained Rights of Action**

**(Follows on next page.)**

## **SCHEDULE OF RETAINED RIGHTS OF ACTION**

1. All claims, causes of action, and rights against Regal Beloit Corporation.

**Schedule 1.12(viii)**

**Accounts Receivable**

**(Accounts receivable as of December 15, 2014, follows on next page.)**

**Summary of SNTech AR Aging****12/15/2014**

Customer	Net Balance
Company A	
Company B	
Company C	
Company D	
Company E	
Company F	
Company G	
Company H	
Company I	
Company J	
Company K	
Company L	
Company M	
Company N	
Company O	
Company P	
Company Q	
Company R	
Company S	
Company T	
Company U	

**Schedule 2.1(a)**

**Personal Property and Intellectual Property**

**(Follows on next page.)**

## Schedule 2.1(a) Personal Property and Intellectual Property

### Fixed Assets

#### United States Assets

Ref #	Date Purchased	Description	Location
<b><i>Pump Business Related Equipment</i></b>			
S1	9/30/2011	Altium Software	
R2	10/17/2011	Data Acquisition Switch Unit with 2 Multiplexors and 2 handheld Multimeters	Fort Wayne
R1	10/31/2011	LeCroy Waverunner and probe	Fort Wayne
R3	10/31/2011	Segger MicroController Emulators	Fort Wayne
S2	11/23/2011	Solidworks Software	Fort Wayne
P1	2/6/2012	Pool loop chilling system	ECAR (Searcy, AR)
R4	2/24/2012	Flow Sensors for Pump Test Stations	Fort Wayne
P2	3/13/2012	Double end lacer	ECAR (Searcy, AR)
R5	3/13/2012	Sentry 30 Plus AC/DC/IR Hipot Tester	Fort Wayne
R5	3/13/2012	Sentry 50 Plus Ground Bond Tester	Fort Wayne
R6	3/15/2012	Agilent Waveform generator/FLIR T300 Benchtop Test Kit	Fort Wayne
R7	3/19/2012	Luxo Trinocular Microscope	Fort Wayne
R8	3/19/2012	Luxo USB Progressive Scan Digital Camera	Fort Wayne
R9	3/20/2012	Solder reflow oven	Fort Wayne
R10	3/21/2012	Lift truck	Fort Wayne
P3	3/30/2012	Pool assembly equipment (11 Cleco Screwdrivers)	ECAR (Searcy, AR)
P22	4/3/2012	Turns Counter/Resistance Meter	ECAR (Searcy, AR)
R12	4/5/2012	Agilent LCR Meter	Fort Wayne
S5	4/26/2012	Windchill Software	Fort Wayne
P4	4/30/2012	Electrocraft purchased production line equipment	ECAR (Searcy, AR)
R15	5/16/2012	2 Elgar Power Supplies	Fort Wayne
R16	5/16/2012	Elgar Power Supply	Fort Wayne
R14	5/24/2012	Electro Rent - power supply equipment	Fort Wayne
R17	6/6/2012	RMS Power Meter-EMI	Fort Wayne
R17	6/6/2012	Power Analyzer	Fort Wayne
R18	6/13/2012	2 Large Hysteresis Brakes (Dynamometer)	Fort Wayne
R19	6/13/2012	1 Small Hysteresis Brakes (Dynamometer)	Fort Wayne
R20	6/13/2012	2-Magtrol Control Towers (Magtrol)	Fort Wayne
R13	6/26/2012	EMC Test Station	Fort Wayne
	8/1/2012	Welding Machine	ECAR (Searcy, AR)
	8/1/2012	Insulator Machine	ECAR (Searcy, AR)



	8/1/2012	2-Press Form Machines	ECAR (Searcy, AR)
	8/1/2012	Expansor	ECAR (Searcy, AR)
	8/1/2012	Lacing Machine	ECAR (Searcy, AR)
	8/1/2012	3-Winding Machines	ECAR (Searcy, AR)
	8/1/2012	3-Winding Machines	ECAR (Searcy, AR)
	8/1/2012	Winding Machine	ECAR (Searcy, AR)
	8/1/2012	Insulator Machine	ECAR (Searcy, AR)
	8/1/2012	Winding Machine	ECAR (Searcy, AR)
	8/1/2012	Winding Machine	ECAR (Searcy, AR)
	8/1/2012	IMCW Winding Machine	ECAR (Searcy, AR)
	8/1/2012	Drill Equipment	ECAR (Searcy, AR)
	8/1/2012	SUS Die Cast Molds	ECAR (Searcy, AR)
	8/1/2012	Die Caster	ECAR (Searcy, AR)
	8/1/2012	Stack & Skew	ECAR (Searcy, AR)
	8/1/2012	Lathe City	ECAR (Searcy, AR)
	8/1/2012	Balancer	ECAR (Searcy, AR)
	8/1/2012	2 - BP Crimper	ECAR (Searcy, AR)
	8/1/2012	Packaging Machine	ECAR (Searcy, AR)
	8/1/2012	Rebuilt Alum Melt Furnace	ECAR (Searcy, AR)
	8/1/2012	Lynx-Daewoo CNC lathe	ECAR (Searcy, AR)
	8/1/2012	R2 Machining ES Square	ECAR (Searcy, AR)
	8/1/2012	R2 Machining ES Rounded	ECAR (Searcy, AR)
	8/1/2012	Baffle Press	ECAR (Searcy, AR)
	8/1/2012	Rectificadora Ex-Cell-O	ECAR (Searcy, AR)
R21	8/23/2012	Magtrol Hot Box	Fort Wayne
R23	8/23/2012	EMI Shielded Room	Fort Wayne
R24	8/29/2012	Containment Berm	Fort Wayne
P20	8/31/2012	2 Pneumatic Screwdrivers	ECAR (Searcy, AR)
R22	8/31/2012	3-Tanks	Fort Wayne
P5	9/4/2012	Snap Ring Gage - QA	ECAR (Searcy, AR)
S3	9/13/2012	Scadata Suite Software Package	Fort Wayne
R29	9/20/2012	STACO Energy Transformer	Fort Wayne
R36	9/24/2012	2 Thermocouple Modules for Dyno - NI 9213...C Series Module	Fort Wayne
S4	9/25/2012	Embedded Workbench Software	Fort Wayne
R25	9/26/2012	Hot Boxes	Fort Wayne
P6	9/27/2012	ASM Mold Tooling	ECAR (Searcy, AR)
R35	9/28/2012	Thermocouple Modules for Dyno - CompactDAQ Chassis	Fort Wayne
R26	10/2/2012	Thermocouple Modules for Life Test	Fort Wayne
S6	10/3/2012	MiniTab Software (for QA function)	Searcy
P23	10/8/2012	Oberg 89A-17 Lamination Die Modifications	Tecumseh (Paris, TN)
R27	10/18/2012	Production Tooling	Fort Wayne

R28	10/18/2012	Agilent EXA Signal Analyzer	Fort Wayne
R30	10/31/2012	Custom Acrylic Water Tank (Used for Trade Shows)	Fort Wayne
R31	11/8/2012	Agilent Close field probe set	Fort Wayne
P10	11/15/2012	Tooling for Cutting Dies	Olive Branch, MS
R32	11/15/2012	EHS 2-Z5 4 Line V Network	Fort Wayne
R34	11/28/2012	Analogue Multiplexer Module	Fort Wayne
P11	11/30/2012	3 Blade Packs	ECAR (Searcy, AR)
R33	11/30/2012	Data Acquisition, 250 CH/SEC, 22-BIT	Fort Wayne
S7	11/30/2012	R&D Software	Fort Wayne
R37	12/18/2012	Shield Room	Fort Wayne
R37	12/18/2012	Testing Tank	Fort Wayne
P12*	12/31/2012	LHC 29622 Lam Die	Tecumseh (Paris, TN)
P17	1/1/2013	Rotor Molds to Tecumseh	Tecumseh (Paris, TN)
P18	1/1/2013	Rotor Molds to Tecumseh	Tecumseh (Paris, TN)
R38	1/1/2013	Tooling to Produce Steel Rule Die Samples	Fort Wayne
P13	1/7/2013	2 Magazine Wedges (24 Slot)	ECAR (Searcy, AR)
P9	1/11/2013	Link M940 Double End Lacer	ECAR (Searcy, AR)
P16	1/31/2013	2-Zebra ZM400 Transfer Bar Code Printer	ECAR (Searcy, AR)
P25	2/5/2013	Rotor Lathe Electronic Drive	ECAR (Searcy, AR)
P24	2/6/2013	Rotor Lathe Power Supply	ECAR (Searcy, AR)
R39	2/22/2013	Control Panel Electrical	Fort Wayne
R40	2/22/2013	Quality Measurement Devices	Fort Wayne
P7*	3/22/2013	LHC 30413 Lam Die	Tecumseh (Paris, TN)
P8*	3/22/2013	LHC 21684 Lam Die	Tecumseh (Paris, TN)
P19	3/25/2013	Motor Replacement-Stator Welder	ECAR (Searcy, AR)
R11	4/12/2013	Pump Testing Fabricated Cart	Fort Wayne
R43	4/24/2013	Variable Transformer	Fort Wayne
P29	4/30/2013	56 Frame Insulator Repair Part	ECAR (Searcy, AR)
R41	5/2/2013	Tooling Mod for 10101-00X	Fort Wayne
P26	5/21/2013	2-Gate Plates	Tecumseh (Paris, TN)
R42	5/24/2013	2 Watt Boxes	Fort Wayne
P30	5/28/2013	Height Gage	ECAR (Searcy, AR)
P28	5/31/2013	CPU for Stator Welder	ECAR (Searcy, AR)
S8	7/1/2013	Windchill Software (1 license)	Fort Wayne
P31	7/9/2013	Switch Tooling (50% down payment)	Kelta
	10/22/2013	Die Modification	Kapco
	10/22/2013	Die Modification	Kapco
P21	10/31/2013	Hot Drop Chiller	ECAR (Searcy, AR)
	8/1/2012	Coil trolley loader	Thailand/Korea

8/1/2012	Direct DR 5000LB term mach	Thailand/Korea
8/1/2012	Motor assembly station	Thailand/Korea
8/1/2012	Motor assembly station	Thailand/Korea
8/1/2012	Rotor assembly station	Thailand/Korea
8/1/2012	Dynamometer controller	Thailand/Korea
8/1/2012	CNC wind high torsion coil winding m/c	Thailand/Korea
8/1/2012	PCB Tooling	Thailand/Korea
8/1/2012	PCB Tooling	Thailand/Korea
8/1/2012	Screw driver	Thailand/Korea
8/1/2012	Screw driver	Thailand/Korea
8/1/2012	Mold endshield DE	Thailand/Korea
8/1/2012	Mold endshield NDE	Thailand/Korea
8/1/2012	Mold aluminum hub	Thailand/Korea
8/1/2012	Mold retainer magnet	Thailand/Korea
8/1/2012	Mold bobbin	Thailand/Korea
8/1/2012	Hysteresis dynamometer	Thailand/Korea
8/1/2012	Hysteresis dynamometer	Thailand/Korea
8/1/2012	Rotor tester BLDC	Thailand/Korea
8/1/2012	Motor disassembly m/c	Thailand/Korea
8/1/2012	Motor disassembly m/c	Thailand/Korea
8/1/2012	Punch machine for case final	Thailand/Korea
8/1/2012	Punch machine for case final	Thailand/Korea
8/1/2012	Pressure SW .0-40 bar:0863322	Thailand/Korea
8/1/2012	Transformer 30 KVA	Thailand/Korea
8/1/2012	Check gauge	Thailand/Korea
8/1/2012	Digital syringe dispenser	Thailand/Korea
8/1/2012	Mold PCB shield BLDC : 344-129-01	Thailand/Korea
8/1/2012	Mold&die for Cover PCB Box 344-130-01	Thailand/Korea
8/1/2012	Mold&die for Cover PCB Box 344-131-01	Thailand/Korea
8/1/2012	Mold lead clip BLDC 377-038-01	Thailand/Korea
8/1/2012	Mold Endshield cast CSN 363-582-01	Thailand/Korea
8/1/2012	Mold Endshield cast BLDC 363-580-07	Thailand/Korea
8/1/2012	Soft tool Endshield cast: 363-548-03	Thailand/Korea
8/1/2012	Pressure SW .0-40 bar:0863322	Thailand/Korea
8/1/2012	Air kent 45200BTU	Thailand/Korea
8/1/2012	Air kent 45200BTU	Thailand/Korea
8/1/2012	Air kent 60900BTU	Thailand/Korea
8/1/2012	Gauss meter Fl,	Thailand/Korea
8/1/2012	High gauge 0-600 mm	Thailand/Korea
8/1/2012	High voltage insulation	Thailand/Korea
8/1/2012	Add EOL Tester 2 stations test	Thailand/Korea
8/1/2012	Slide voltage TDGC2-3,3KVA 12A	Thailand/Korea
8/1/2012	M1 Star Plug dia 46.997	Thailand/Korea

6/7/2012	Boccadora (RB)	Thailand
12/1/2012	Punching Tool	Thailand
12/1/2012	Expanding Mandrel	Thailand/Korea
12/1/2012	Dividing Disc	Thailand/Korea

***Other - Office Equipment & Furnishings***

C1	9/2/2007	Sony Vaio Printer	
	9/30/2009	Machine & Equipment	
	8/31/2010	Machine & Equipment	
	9/30/2010	Machine & Equipment	
C2	10/31/2010	Computer Monitor	
C3	9/12/2011	Dell Latitude E6520 & Case	Fort Wayne
C4	9/12/2011	Customer Service Computer	Fort Wayne
C5	10/20/2011	Apple Laptop	Phoenix
C6	10/20/2011	Vostro 1540 BTX laptop	Searcy
O1	11/4/2011	Copier/scanner/fax	Fort Wayne
C7	11/22/2011	CAD monitors and lift stands	Fort Wayne
C8	11/23/2011	Vostros 1540, Dell Precision T5500 Workstation + Visio	Fort Wayne
C9	11/24/2011	CDW/Cisco new telephone system	Phoenix
C10	12/1/2011	Dell Latitude E6520 & Case	Fort Wayne
C11	1/3/2012	HP Plotter	Fort Wayne
C12	3/7/2012	Dell Latitude E5520	Searcy
O2	5/16/2012	Ft Wayne, panels, cubicle construction	Fort Wayne
C13	5/18/2012	Apple Laptop	Phoenix
O3	5/23/2012	Gray Shelving	Fort Wayne
C14	5/24/2012	Intel XEOX X5560 Server with SQL Server & Backup Battery	Fort Wayne
C15	6/15/2012	Dell PowerEdge T310 Server	Fort Wayne
C16	6/29/2012	Apple Laptop	Phoenix
C17	7/9/2012	Dell Inspiron Laptop	Phoenix
C18	7/12/2012	Dell Inspiron Laptop	Phoenix
O4	8/17/2012	Power Distribution to Lab	Fort Wayne
O6	8/27/2012	Racking & Bins-Ft Wayne	Fort Wayne
O5	9/21/2012	Cubicles in Lab Area-Ft Wayne	Fort Wayne
OTH1	10/26/2012	Trade Show Graphics	Phoenix, AZ
C19	11/8/2012	Sony Laptop	Phoenix
C20	11/15/2012	Dell Precision T5600	Fort Wayne
O7	12/19/2012	Cubicles in Warehouse-Searcy	Searcy
C21	1/2/2013	Sony E17127CX/B Laptop	Searcy

\*If acquiring LHC 29622, LHC 21684, or LHC 30413 Lam Dies, L.H. Carbide is claiming a fabricator's lien under Indiana Law and these assets will have to be valued separately so lien priority disputes can be resolved.

## Thai Assets

PV. No.	Qty.	Description
Adj.	2	ApplicatorAnvil
Adj.	1	ApplicatorShearCutter
adj.APRelate	1	AxialfluxstatorPunch&Wind(Upgrade)
adj.APRelate	1	AxialfluxstatorPunch&WindM/C
RC1303-00026	1	BackEMFตัววัดคุณภาพพอลิ
RC1308-00002	1	BPS
13010019	1	CabonFilter -firstpayment50%
adj.APRelate	1	CNCautowinderm/c
adj.APRelate	1	CNCautowinderm/c
RC1303-00017	1	CrimpppingMachineModelRH-1000
Adj.	1	Cuttingmachine
	1	Drilling&TappingStatorWage
PV12110033	1	Formming#IHT5511004(95,000*50%-Firstpayment50%
PV12110020	1	Formming#IHT5511004(95,000*50%-Lastpayment50%
13010012	1	forUpgradeandModifyStatorTesterandRepairDrillingM/C
adj.APRelate	1	HDJapplication
adj.APRelate	1	Hipotterter
12120015	1	ICTTestFixtureforDrivePCB-Lower(FG-55T348B-LF)
12120015	1	ICTTestFixtureforDrivePCB-Upper(FG-55T348A-LF)
12120015	1	ICTTestforConnectionPCB(FG-55T349-LF)
RC1303-00005	1	Infrared3light
12120034	1	MachineToolDrill&Tapping
RC1311-00002	1	MandrelReleasePin
adj.APRelate	1	Milli-Ohmmeter
adj.APRelate	1	Multiplespindlesdirlling/TappingHead
PV12110033	1	MylarBending3IHT551104(27,000*50%-Firstpayment50%
RC1311-00008	1	NewApp354-003-009
RC1303-00017	1	NewToolingfoTerminal(Criming)
adj.APRelate	1	OvenInnerDimension1set -Firstpayment40%(239000*60%)
PV12110002	1	OvenInnerDimension1set -Lastpayment60%(239000*60%)
RC1311-00006	1	PressJig1.25HPMat'Lจิ๊กแต่งคอยล์
RC1311-00003	1	PressJigAจิ๊กแต่งคอยล์
PV12110017	1	PunchandWindMonitor(Touchscreen)8.4"TFT
12120014	1	Refrigerator3Door
RC1303-00010	1	SARCON100G-LThermalPad
Adj.	2	SpotHead
AP1306-00011	1	StatorCheckingJigที่ตรวจสอบขนาดของStator
adj.APRelate	1	Statorforming/drilling/tappingmachine

adj.APRelate	1	Statorformingweldingm/c
adj.APRelate	1	Statortesterm/c
12120023	1	TungstenCarbide(WC)
RC1303-00002	1	V1forWindingMachineBig
RC1303-00002	2	V1forWindingMachineSmall
RC1303-00002	1	V2forWindingMachineBig
RC1303-00002	1	V2forWindingMachineSmall
RC1303-00003	1	Vacuum smell.
RC1303-00026	1	WindingMachine
RC1303-000	1	WindingMachine"LA-606E(WP606E)2,250US
PV12110001	1	WirndingligV2/CommonModel -Firstpayment50%เครื่องพันลวด
PV12110024	1	WirndingligV2/CommonModel -Lastpayment50%เครื่องพันลวด
RC1311-00005	1	เข็มกระทุ้งDIA2mm.

## Korean Assets

Account Code	Reference #	Description	Date Purchased
<i>HVAC Business Related Equipment</i>			
20600	000001	MEASURING EQUIP	2005-06-14
21000	000001	MEASURING EQUIP	2007-04-23
22100	000001	MOLDE	2008-03-24
21000	000002	CALIPERS	2007-11-08
22100	000002	MOLD	2008-04-01
20600	000003	MAGNETIZER POWER UNIT	2005-07-22
21000	000003	HEIGHT GAGE	2007-11-08
22100	000003	MOLD	2008-05-07
20600	000004	MAGNETIZER	2005-07-30
21000	000004	DEEP GAGE	2007-11-08
22100	000004	MOTOR HOUSING	2008-06-27
21000	000005	INDI-GAGE	2007-11-08
22100	000005	MOLD	2008-07-24
20600	000006	HYDRAULIC PRESS	2005-09-23
21000	000006	SCALE	2007-11-08
22100	000006	MOLD	2008-08-26
21000	000007	GAP GAGE	2007-11-08
22100	000007	MOLD	2008-09-26
21000	000008	STANDARD TRANSVERSE PROBE	2007-11-09
22100	000008	MOLD	2008-09-26
21000	000009	FLOWMETER	2007-12-11
22100	000009	MOLD	2008-10-29
21000	000010	DRIVERS	2009-11-17
21900	000010	COMPRESSOR	2009-11-20
22100	000010	MOLD	2008-11-12
21000	000011	AUTO-DRIVERS	2009-12-01
22100	000011	MOTOR REAL COVER	2008-11-21
20600	000012	FRONT COVER	2006-01-10
21000	000012	TOOLS	2010-05-20
21900	000012	TAPPING TOOL	2010-06-11
22100	000012	REAR COVER HOUSING	2008-11-21
20600	000013	CM DYNAMOMETER	2006-06-08
21000	000013	FAN B/K	2010-11-30
22100	000013	CONTROLLER HOUSING	2008-11-21
20600	000014	CF PROJECTOR	2006-12-20
21000	000014	TOOLS	2010-12-09

21900	000014	COMPRESSOR	2010-06-25
22100	000014	MOLD	2008-11-28
21000	000015	DC Power Supply	2011-11-30
21900	000015	BLOWER	2010-06-28
22100	000015	MOLD	2008-11-28
21000	000016	LIFT	2011-11-28
22100	000016	MOLD	2008-11-30
21000	000017	PROWER SOURCE	2011-11-25
22100	000017	MOLD	2008-11-21
21000	000018	PROWER SOURCE	2011-11-25
21900	000018	COMPRESSOR	2010-11-22
22100	000018	MOLD	2009-02-27
20600	000019	POWER METER	2007-01-17
21000	000019	TORQUE METER	2011-11-24
21900	000019	CONVEYER BELT	2010-12-22
22100	000019	MOLD	2009-03-16
21000	000020	TABLE	2011-12-14
22100	000020	MOLD	2009-03-24
21000	000021	Digital Phosphor Oscilloscope	2011-12-27
22100	000021	TOOLING MOTOR HOUSIN	2009-04-09
21000	000022	Mitutoyo MYCROMETER	2012-05-17
22100	000022	MOLD	2009-05-28
21000	000023	SWITCHING POWER	2012-05-24
22100	000023	HOUSING-X1P	2009-05-28
20600	000024	SLIDOCKS	2007-09-11
21000	000024	GPIR 1/2-20 UNF2A	2012-06-08
22100	000024	HOUSING-X2P	2009-05-28
22100	000025	MOCKUP	2009-05-28
20600	000026	ESD SIMULATOR	2007-11-13
22100	000026	MOLD	2009-05-30
22100	000027	RUBBER CORE	2009-06-01
22100	000028	MOLD	2009-06-30
20600	000029	MAGNETIZER YOKE	2008-05-06
22100	000029	MOLD	2009-06-30
20600	000030	POWERMETER	2008-12-02
22100	000030	MOLD	2009-06-30
20600	000031	LIQUID DISPENSER	2009-02-23
22100	000031	MOLD	2009-09-30
20600	000032	ELECTRIC MEASURING EQUIP	2009-03-03
22100	000032	Controller Housing	2009-10-09
20600	000033	ELECTRIC MEASURING EQUIP	2009-03-24
22100	000033	Real Cover	2009-10-09
20600	000034	BALANCING MACHINE	2009-04-29



22100	000034	MOLD-RUBBER CORE	2009-11-04
20600	000035	MEASURING EQUIP	2009-09-18
22100	000035	MOLD-RUBBER CORE	2009-11-04
20600	000036	INTERNAL PRESSOR METER	2009-12-01
22100	000036	MOLD-RUBBER CORE	2009-11-04
20600	000037	POWERMETER	2009-12-01
22100	000037	MOLD-RUBBER CORE	2009-11-04
20600	000038	POWER SUPPLY	2009-12-12
22100	000038	MOLD	2009-11-11
20600	000039	SLIDOCKS	2009-12-12
22100	000039	TERMINAL MOLD PLATE	2009-12-23
22100	000040	TERMINAL MOLD PLATE	2009-12-31
20600	000041	OVEN	2010-04-24
22100	000041	XIP-R	2010-01-19
22100	000042	XIP BOLT	2010-03-18
20600	000043	DISPENSER	2010-07-21
22100	000043	WASHER MOLD	2010-04-19
20600	000044	DIGITAL SCOPE	2010-08-05
22100	000044	X1P REMOTE PCB	2010-04-19
22100	000045	X2P MOLD	2010-05-24
22100	000046	X1P MOLD	2010-05-24
22100	000047	PIG TYTE CONNECTOR	2010-07-02
22100	000048	MOLD	2010-07-20
22100	000049	HOUSING CAP	2010-07-25
22100	000050	X2P,1XP NUT	2010-07-25
22100	000051	TOOLS	2010-07-26
22100	000052	JIG	2010-07-29
22100	000053	TOOLS	2010-07-30
22100	000054	TOOLS	2010-09-10
20600	000055	POWER TRANSFORMER	2010-12-02
22100	000055	TOOLS	2010-09-10
22100	000056	TOOLS	2010-09-10
22100	000057	TOOLS	2010-09-10
22100	000058	TOOLS	2010-09-10
20600	000059	POWER TRANSFORMER	2010-12-14
22100	000059	MAGNETIZED MOLD	2010-09-15
20600	000060	MAGNETIZER YOKE	2010-12-23
22100	000060	TOOLS	2010-10-28
22100	000061	RUBBER CORE 1	2010-11-30
22100	000062	RUBBER CORE 2	2010-11-30
20600	000063	MAGNETIZER YOKE	2011-01-20
22100	000063	RUBBER CORE 1,2	2010-11-30
22100	000064	MOLD	2010-11-30

22100	000065	MOLD	2010-11-30
22100	000066	CABLE SUPPORT	2010-11-30
20600	000067	AC POWER SOURCE	2011-03-14
22100	000067	OUTERING RUBBER	2010-11-30
22100	000068	POWER PCB JIG	2011-01-27
22100	000069	MOLDING JIG	2011-02-28
22100	000070	AGING	2011-03-04
22100	000071	CASE	2011-03-31
22100	000072	MOLDING BASE	2011-03-31
20600	000073	TRANSMETER	2011-07-27
22100	000073	MOLD BASE 30W(MOLD)	2011-06-30
20600	000074	Recorder/MV2020	2012-03-07
22100	000074	X1P Sensor PCB Molding	2011-10-21
22100	000075	MOLD	2003-07-23
22100	000076	CORE 161	2003-07-23
22100	000077	MOLD	2005-07-18
22100	000078	MOLD	2005-07-30
22100	000079	MOLD	2005-08-30
22100	000080	MOLD	2005-08-31
22100	000081	MOLD	2005-08-31
22100	000082	MOLD	2005-09-29
22100	000083	MOLD	2005-10-01
22100	000084	MOLD	2005-10-01
22100	000085	MOLD	2005-11-25
22100	000086	MOLD	2006-04-06
22100	000087	MOLD	2006-02-17
22100	000088	MOLD	2007-09-26
22100	000089	PC ROTOR MOLD	2007-10-01
22100	000090	MOLD	2007-10-16
22100	000091	REACTOR MOLD	2007-12-01
22100	000092	MOLD	2007-07-12
22100	000093	금형 45.0*30.0*20mm	2007-08-10
22100	000094	ROTOR $\Phi$ 29.6* $\Phi$ 15*0.5	2007-10-30
22100	000095	ROTOR $\Phi$ 55.3* $\Phi$ 15*0.5	2007-10-30
22100	000096	MOLD	2007-02-27
22100	000097	MOLD	2007-05-09
22100	000098	Housing MOLD	2011-11-25
22100	000099	MOLD	2011-11-25
22100	000100	MOLD	2011-11-25
22100	000101	MOLD	2011-11-25
22100	000102	X2P-JCL HEAT/SINK MOLD	2012-02-27
22100	000103	MOLD	2012-03-30
22100	000104	Progressive Stamping Die for lamin	2012-07-03

22100	000105	MOLD	2012-08-01
22100	000106	TOOLS	2012-09-28
22100	000107	MOLD	2012-10-01
22100	000108	MOLD	2012-10-02
22100	000109	Insulator mold(USD 8,940 @1105.58)	2012-10-31
22100	000112	BAF RearCover	2012-12-01
22100	000113	Mold 2차 380W	2012-12-31
22100	000114	Sensor PCB Module(X2P)	2013-03-11
22100	000115	X2P Freescale MOLD	2014-04-01
21900	000119	ALPROFILE	2010-11-30
21900	000138	HUMIDIFIER	2012-11-19

***Pump Business Related Equipment***

21000	000037	STANDARD TRANSVERSE PROBE	2013-01-22
21000	000038	Rack & Pinion Press No.6/160mm	2013-01-22
21000	000039	Mitutoyo DIGITAL INDICATOR	2013-02-18
20600	000076	BEARING PRESSURE JIG	2013-05-07
20600	000077	EOL MOTOR FIXING JIG	2013-05-07
22100	000110	Infinity Diecasting MOLD	2012-11-05
22100	000111	Infinity Rotor Plate	2012-12-07

## Useable Inventory<sup>1</sup>

Ref #	Description	Quantity on Hand	Location
<b><i>Finished Goods Inventory</i></b>			
50ECC13VN0002	42 Fr, 3SPD	442	United States
50ECS13VN0001	42 Fr, 3SPD	1	United States
5KC33JN2513X	NA	62	United States
5KC33JN2825X	48 Fr, 1SPD, 0.75HP	112	United States
5KC33MN2514X	NA	37	United States
5KC33NN2896X	NA	4	United States
5KC36MN2533X	NA	846	United States
5KC38RN3818X	48 Fr, 2SPD, 1HP	111	United States
5KC38SN6084X	NA	137	United States
5KC39RN2901X	Description	3	United States
5KC39UN2522X	NA	98	United States
5KC46KN2408X	56 Fr, 1SPD, 0.75HP	4	United States
5KCP39RN4198X	48 Fr, 1SPD, 2HP	1	United States
5KCP39RN4422X	48 Fr, 2SPD, 1HP	12	United States
5KCP39RNB750X	48 Fr, 2SPD, 1HP	516	United States
5KCP39SN4201X	48 Fr, 2SPD, 1.5HP	166	United States
5KCP39SN4202X	48 Fr, 2SPD, 1.5HP	419	United States
5KCP39SN4335X	48 Fr, 1SPD, 1.65HP use AX version	343	United States
5KCP39TN4212X	48 Fr, 2SPD, 2HP	179	United States
5KCP39TN4321X	48 Fr, 1SPD, 2.5HP	2	United States
5KCP39TN4341X	48 Fr, 1SPD, 2HP	41	United States
5KCP39TN4389X	48 Fr, 1SPD, 2.5HP	237	United States

<sup>1</sup> Additional inventory is owned by the Company's foreign subsidiaries; the Debtor will help facilitate efforts to purchase post-closing to the extent reasonable and possible.

5KCP39TN4492X	48 Fr	32	United States
5KCP39VN4322X	48 Fr, 2SPD, 3HP	148	United States
5KCP39VN4499X	48 Fr	32	United States
5KCP46LN9208X	56 Fr, 1SPD, 1HP	36	United States
5KCP48TN9220X	56 Fr, 1SPD, 2HP	-1	United States
5KCP48UN9123T	56 Fr, 2SPD, 2HP	2	United States
5KCP48VN9156T	56 Fr, 2SPD, 2.5HP	2	United States
5KCP49JN9157X	56 Fr, 1SPD, 0.5HP	5	United States
5KCP49JN9184X	56 Fr, 1SPD, 0.75HP	3	United States
5KCP49LN9185X	56 Fr, 1SPD, 1HP	16	United States
5KCP49PN9121X	NA	195	United States
5KCP49PN9122X	NA	6	United States
5KCP49PN9180X	56 Fr, 1SPD, 1.5HP	2	United States
5KCP49RN9160X	56 Fr, 1SPD, 2HP	9	United States
5KCP49RN9181X	56 Fr, 1SPD, 2HP	12	United States
5KCP49RN9188X	Description	3	United States
5KCP49SN9266X	56 Fr, 1SPD, 2.5HP	2	United States
5KCP49TN9069X	56 Fr, 2SPD, 2HP	5	United States
5KCP49TN9099X	56 Fr, 1SPD, 3HP	20	United States
5KCP49TN9113X	56 Fr, 2SPD, 2.5HP	256	United States
5KCP49TN9173X	56 Fr, 1SPD, 2HP	2	United States
5KCP49TN9274X	56 Fr, 1SPD, 3HP	2	United States
5KCP49WN9154T	56 Fr, 2SPD, 2HP	2	United States
5KCP49ZN9153T	56 Fr, 2SPD, 2.5HP	2	United States
5KCR39PN2905X	NA	1	United States
5KCR39SN2897X	48 Fr, 1SPD, 1.5HP	2	United States
5KCR39UN2531X	Pentair Sample	1	United States
5KCR39UN2824X	NA	49	United States
5KCR39UN6148X	48 Fr, 1SPD, 1HP	89	United States
5KCR48PN2112X	56 Fr, 2SPD, 0.75HP	1	United States
5KCR48SN3015X	56 Fr, 2SPD, 1.5HP	21	United States
5KCR48TN2351X	NA	206	United States

5KCR48UN3017X	56 Fr, 2SPD, 2HP	1	United States
5KCR49RN2389X	56 Fr, 1SPD, 2HP	7	United States
5KCR49UN2090X	56 Fr, 1SPD, 2HP	131	United States
5KCR49ZN2092X	NA	3	United States
65ECC28VN0005	SN057	3	United States
65ECS28VN0004	SN007	1	United States

### ***Raw Materials Inventory***

003062.09	START CAP 1.44X2.75/161-193MFD	1,409	United States
003062.36	START CAP 1.44X2.75/36-43MFD	1,282	United States
003062.38	START CAP 1.44X3.38/72-86MFD	252	United States
003062.39	START CAP 1.44X3.38/88-10	817	United States
003062.52	START CAP 1.44X2.75/53-64	2,087	United States
10028-011	SCREW	243,684	United States
10104-002	FAN - QUIET	756	United States
10105-CHM	Metal Guard 350	141	United States
10116-000	PALLET - 42" x 42 "	89	United States
10212-000	LID, PACKAGING 48 FRAME	903	United States
10213-000	BASE PACKAGING 48 FRAME	908	United States
10214-000	PARTITION PACKAGING 48 FRAME	404	United States
10215-000	LID, PACKAGING 56 FRAME	1,092	United States
10216-000	BASE PACKAGING 56 FRAME	1,007	United States
10217-000	PARTITION PACKAGING 56 FRAME	621	United States
10319-008	STATOR SHELL	142	United States
10321-001	EYELET, STAINLESS STEEL	10,000	United States
10324-ASM	STATOR SHELL & PARTS RBC PART # 52B233919XC008B	31	United States
10336-ASM	STATOR SHELL & PARTS RBC PART # 52B243963XC007B	30	United States
10474-000	KIT BAG	15,340	United States
111A415AAP1	BRG SHIM WASHER .006	21,265	United States
111A415AAP2	BRG SHIM WASHER	29,585	United States
111A415AAP3	BRG SHIM WASHER .018	13,042	United States
111A415AAP4	BRG SHIM WASHER .032	14,731	United States
111A522AAP100	CLAMP SCREW 9.19-9.13	21,151	United States
111A522AAP102	CLAMP SCREW 9.31-9.25	1,371	United States
111A522AAP106	CLAMP SCREW 9.56-9.50	38,929	United States
111A522AAP107	CLAMP SCREW 9.62-9.56	3,914	United States
111A522AAP108	CLAMP SCREW 9.69-9.63	8,000	United States
111A522AAP114	CLAMP SCREW 10.06-10.00	17,069	United States
111A522AAP118	CLAMP SCREW 10.31-10.25	11,934	United States
111A522AAP148	CLAMP SCREW 1.94-1.88	10,000	United States

111A522AAP64	CLAMP SCREW 6.94-6.88	2,021	United States
111A522AAP74	CLAMP SCREW 7.56-7.50	1,658	United States
111A522AAP88	CLAMP SCREW 8.44-8.38	14,408	United States
111A522AAP90	CLAMP SCREW 8.56-8.50	26,680	United States
111A522AAP92	CLAMP SCREW 8.69-8.63	13,765	United States
111A522AAP98	CLAMP SCREW 9.06-9.00	13,797	United States
111A525AAP100	CLAMP SCREW 9.19-9.13	2,100	United States
111A525AAP106	CLAMP SCREW 9.56-9.50	20,025	United States
111A525AAP108	CLAMP SCREW 9.69-9.63	11,225	United States
111A525AAP112	CLAMP SCREW 9.94-9.88	5,107	United States
111A525AAP116	CLAMP SCREW 10.19-10.13	20,396	United States
111A525AAP117	CLAMP SCREW 10.25-10.19	6,800	United States
111A525AAP122	CLAMP SCREW 10.56-10.50	4,000	United States
111A525AAP126	CLAMP SCREW 10.81-10.75	23,111	United States
111A525AAP128	CLAMP SCREW 10.94-10.88	7,260	United States
111A525AAP130	CLAMP SCREW 11.06-11.00	22,588	United States
111A525AAP134	CLAMP SCREW 11.31-11.25	1,979	United States
111A525AAP136	CLAMP SCREW 11.44-11.38	1,000	United States
111A525AAP142	CLAMP SCREW 11.81-11.75	1,000	United States
111A525AAP144	CLAMP SCREW 11.94-11.88	5,131	United States
111A525AAP148	CLAMP SCREW 12.19-12.13	6,870	United States
111A525AAP150	CLAMP SCREW 12.44-12.38	4,060	United States
111A525AAP68	CLAMP SCREW 7.19-7.13	2,250	United States
111A525AAP72	CLAMP SCREW 7.44-7.38	2,039	United States
111A525AAP78	CLAMP SCREW 7.81-7.75	1,992	United States
111A574P1	SCREW	11,091	United States
111A574P2	SCREW (# 6 -32 THREAD)	19,891	United States
111B275AAP8	CAP COVER - BLACK	1,171	United States
111B276ACP8	CAPACITOR COVER - BLACK	2,230	United States
111B276AGP6	CAPACITOR COVER - BLACK	1,915	United States
111B277AAP10	CAPACITOR COVER - BLACK	816	United States
111B291AAP3	CAPACITOR COVER - BLACK	1,559	United States
111B291ADP1C	CAPACITOR COVER	118	United States
111B291ADP3	CAPACITOR COVER - BLACK	2,220	United States
112A375ABP13	Lid Top	39	United States
112A375ABP16	LID-TOP 44 ECT-C	321	United States
112A375ACP14	TRAY	417	United States
112A375ACP16	TRAY	1,050	United States
112A375AGP1	SIDE PAD	655	United States
112A375AGP2	SIDE PAD	502	United States
112A375AHP1	FILLER PIECES	697	United States
112A375AMP3	PARTITIONS	7,740	United States
112A375CRP18	PARTITIONS	50	United States

112A375CRP20	PARTITIONS	300	United States
112A375CRP21	Partitions	601	United States
112A375CRP28	PARTITIONS	300	United States
112A375CRP3	PARTITIONS	550	United States
112A375CRP32	PARTITIONS	600	United States
112A375CRP33	PARTITIONS	600	United States
112A375CUP5	Partitions	2,109	United States
112A375CUP8	PARTITIONS	350	United States
112A501PFP14	THRM PROT MET28ADW	1,900	United States
112A501PFP15	THRM PROT MET24ABW	300	United States
112A501PFP16	THRM PROT MET26ADW	150	United States
112A501PFP22	THRM PROT MET56ADZ	3,850	United States
112A501PFP23	THRM PROT MEP39AHZ	1,148	United States
112A501PFP25	THRM PROT (MEP58AHZ)	1,285	United States
112A501PFP26	THRM PROT MEP57ADW	4,450	United States
112A501PFP29	THRM PROT MEP80AHW	2,300	United States
112A501PFP48	THRM PROT MET59AHK	1,640	United States
112A501PFP49	THRM PROT MGT59AHK	2,150	United States
112A501PFP5	THRM PROT MET59AGW	2,050	United States
112A501PFP51	THRM PROT MET20AEW	2,000	United States
112A501PFP7	THRM PROT MET61AGZ	136	United States
112A501PFP8	THRM PROT MET40AEW	1,269	United States
112A502MRP11	THRM PROT CET36SR	600	United States
112A502MRP14	THRM PROT CET38DR	1,600	United States
112A502MRP16	THRM PROT CET38SX	1,303	United States
112A502MRP21	THRM PROT CET50CX	907	United States
112A502MRP22	THRM PROT CET50DR	200	United States
112A502MRP23	THRM PROT CET50SX	4,200	United States
112A502MRP26	THRM PROT CET52DX	1,448	United States
112A502MRP39	THRM PROT CET50CR	7,837	United States
112A502MRP47	THRM PROT CET52CO	2,100	United States
112A502MRP5	THRM PROT CET31CR	1,100	United States
112A502MRP53	THRM PROT CET38EO	775	United States
112A502MRP58	THRM PROT (CET30SR)	1,200	United States
112A502MRP59	THRM PROT CET51CO	450	United States
112A502MRP61	THRM PROT CET38XO	3,000	United States
112A502MRP63	THRM PROT CET65CR	3,450	United States
112A502MRP7	THRM PROT CET33CX	200	United States
112A502MRP8	THRM PROT CET36CR	4,967	United States
112A502MRP9	THRM PROT CET36CX	1,504	United States
113A617AG001	DBL SL-17M-6203-POLYREX EM GRS	42,646	United States
113A620AYP1	DBL SEAL-20M-6304-DOLIUM GR.	934	United States
113A663ABG3	FAN & SHROUD (30 FR.)	4,961	United States



113A663ABG4	FAN & SHROUD (30 FR.)	2,333	United States
113A809BEP1	TM BOX COVER	59,969	United States
113A809BGP1	GASKET (TB COVER)	11,844	United States
113B868AAG018	MACHINED END SHIELD	173	United States
113C916ADP1	STATOR CORE LAM	150,557	United States
113D868P1	END SHIELD-CST	4,800	United States
113D875AAP1	END SHIELD-MACHINED	1,535	United States
113D876AHP2	MACHINED END SHIELD	38	United States
113D876P4	END SHIELD-CST	7,148	United States
113D885AAP1	MACHINED END SHIELD	242	United States
113D885P1	END SHIELD-CST	2,400	United States
114A476AAG1	CORD SET	330	United States
114A809AKP1	TM BOX COVER	66,374	United States
114A809AKP2	TERM BOX COVER - ALUM	761	United States
114A809ALP1	GASKET (TB COVER)	20,660	United States
114A980P2	GROUND CLIP	16,526	United States
114A981P1	GROUND CLIP - ALUMINUM	24,385	United States
114C916AGP2	STATOR CORE LAM	166,986	United States
114C970P2	FAN	13,882	United States
114C970P3	FAN	16,655	United States
114C971AAP1	BRACKET - SWITCH	17,246	United States
114C972ACP10	FAN COVER- CYCOLAC-BK	3,146	United States
114D921P1	COVER (1.5 COMPARTMENT)	9,292	United States
115A816ABP19	SHAFT KEY SS 1 3/8"	1,000	United States
115A833AAP1	BALANCE WIRE 3/8"LONG	70,182	United States
115A907ABP1	BRG RETAINER (17 MM)	3,324	United States
115D953P1	MECH WEIGHT	81,762	United States
115D954P1	BACK PLATE	31,976	United States
115D954P3	BACK PLATE	28,140	United States
115D958ABP1	CNT SW - MORRISON #3ASM16A8D1	2,716	United States
115D958ATP1	CNT SW - MORRISON #3ASM16E7A	3,267	United States
115D958DAP2	CENT SWITCH	2,269	United States
115D963P1	COVER (2 COMPARTMENT)	6,995	United States
115D964P1	PLATE (BASE)	7,701	United States
115D964P2	PLATE (BASE)	2,460	United States
121A408ACP1	LEAD TERMINAL	60,959	United States
121A408AEP1	LEAD TERMINAL	24,500	United States
121A413ACP1	LEAD TERM. FA .205 CAT#60195-2	40,000	United States
121A453AAP2	RETAINER(GAST,HOBART,VON WEISE	4,800	United States
121A510ACP1	GASKET (CAP COVER)	3,822	United States
121A510AFP1	GASKET (CAP COVER)	4,488	United States
121A511ABP1	GASKET (CAP COVER)	6,668	United States

121A701AAP1	WASHER-SHIM(25MM LGT)621A637AA	26,418	United States
121A701AAP2	WASHER-SHIM(25MM LGT)621A137AA	32,383	United States
121A701AAP3	WASHER-SHIM(25MM LGT)621A137AA	51,771	United States
121A701AAP4	WASHER-SHIM(25MM LGT)621A137AA	14,540	United States
121A702AAP18	WATER SLINGER ID.493/.453	23,001	United States
121A702AAP19	WATER SLINGER ID.61/.57	5,456	United States
121A702AAP21	WATER SLINGER ID.493/.453	17,101	United States
121A722ABP1	BALANCE WASHER	78,867	United States
121A762BAP001	WASHER-SPRING SHIM	23,548	United States
121A917ABP1	LEAD CONNECTOR CAT# 62306-2	205,153	United States
121A917ABP2	LEAD CONNECTOR CAT# 62201-2	81,281	United States
121A917ABP3	LEAD CONNECTOR CAT# 62002-2	144,221	United States
125A810AHP1	BRG RETAINER	3,553	United States
125A820ABP1	LEAD TERM. FC .250 CAT#42742-2	16,000	United States
125A820ARP1	LEAD TERM. FP CAT# 63508-1/30F	44,000	United States
125A995ABP6	END CAP -- OPEN	54,297	United States
154A2726AAP1	CLAMP 5 1/2"(PLT1.5M-M)NO HOLE	2,000	United States
2/10/2015	0	-	United States
154A2726AAP3	CLAMP-3 7/8"CABLETIE	54,101	United States
154A2757ACP1	RETAINER RING	65,011	United States
154A2774P1	INSULATOR (TERMINAL)	47,500	United States
154A2792AAP1	BUSHING	2,143	United States
154A2794AAP1	CND BOX GASKET (30 FR.)	5,400	United States
154A2795.500D	O.500 NALTEX FLEX GUARD	9,000	United States
24A100145P1	SCREW ( #10-16 X 5/16 )	116,428	United States
24A100145P4	SCREW ( #10-16 X 1/2 )	30,000	United States
24A100145P5	SCREW #10-16 X 5/16 GRAY PHOS	37,406	United States
24A100172P1	NUT,#8-32UNC-2B,STD 30FR CLSCR	152,266	United States
24A100175P2	NUT,#8-32NC-2B,.250 THICK	22,244	United States
24A100240P2	DUST & WTR SEAL-.625 ID)	6,186	United States
24A100451ACP28	THERMOSTAT 8AM1BXM5-56	1,987	United States
24A100652AA001	WASHER (SPRING WAVE LOCK)	1,417	United States
38B899318AK002	LEAD TM HOUSING	23,994	United States
38B899318AL005	LEAD TM HOUSING	36,249	United States
39G2101AZP8004	CARTON BOX	14	United States
39G2101AZP8005	CARTON BOX	600	United States
39G2101AZP8008	CARTON BOX	2,873	United States
39G2101AZP8009	CARTON BOX	1,027	United States
39G2101AZP8013	CARTON BOX	7,461	United States
39G2101AZP8014	CARTON BOX	755	United States

39G2302AAP15	FLAT PAD	190	United States
39G2302AAP8003	BASE PAD	8,950	United States
39G2302AAP8008	BASE PAD	2,859	United States
39G2302AAP8009	BASE PAD	973	United States
39G2302AP9000	BASE Pad	616	United States
39G2303ABP2	W PAD	1,365	United States
39G2303ACP10	W PAD	2,946	United States
39G2303AJP10	Crease Pads	1,200	United States
39G2303BBP8005	LINER	618	United States
39G2303BBP8008	LINER	2,427	United States
39G2303BBP8009	LINER	1,169	United States
39G2303BBP8013	LINER	4,748	United States
50046-ASM	SWITCH	4,000	United States
52A101272AAP1	GASKET (CAP COVER)	9,825	United States
52A103421P1	TERMINAL LUG	60,162	United States
52A103428P1	TERMINAL LUG	10,000	United States
52A103430P1	SCREW	22,936	United States
52A103463AAP1	THRM 4AM7ASN7037-459	288	United States
52A103463AAP5	THRM 4AM7CUH7039-459	150	United States
52A103467AAP1	THREAD PROTECTOR	4,353	United States
52A103467AAP2	THREAD PROTECTOR	1,197	United States
52A103467AAP3	THREAD PROTECTOR	15,159	United States
52A103469P1	SCREW-SELF TAPPING 8-32 GREEN	89,896	United States
52A103472AAP1	GASKET - COND BOX COVER	5,000	United States
52A103473P2	PLUG (BLACK)	47,545	United States
52A103478P1	CLAMP (TEFC FAN)	8,000	United States
52A103480P1	SCREW	37,916	United States
52A103480P2	SCREW	4,304	United States
52A103483ABG009	BASE PLATE & PARTS	258	United States
52A103485P1	SEAL	10,000	United States
52A103489P1	SCREW-THREAD FORMING 10-32 GRN	38,150	United States
52A103918P1	EYELET (STIMPSON CAT# GS 7-5)	1,558	United States
52A105124P1	RUB MTG STRIP	12,168	United States
52A105130P1	INSULATOR (THERM PROT)	75,449	United States
52A105134P1	GROMMET STRIP	800	United States
52A105144AAP1	RUBBER MTG STRIP	5,082	United States
52A105156P1	RELAY	3,697	United States
52A105156P2	RELAY	993	United States
52A105802PR002	STATOR FIELD	20	United States
52A105802PS019	STATOR FIELD	2	United States
52A105802PT007	STATOR FIELD	423	United States
52A105802RR014	STATOR FIELD	1	United States

52A105802RU040	STATOR FIELD	197	United States
52A105802RU056	STATOR FIELD	79	United States
52A105802RU057	STATOR FIELD	226	United States
52A105824PP013	STATOR FIELD	12	United States
52A105824PS003	STATOR FIELD	19	United States
52A105824PU002	STATOR FIELD	3	United States
52A105824PU003	STATOR FIELD	284	United States
52A105824PW006	STATOR FIELD	3	United States
52A105824PZ011	STATOR FIELD	34	United States
52A105824RT005	STATOR	20	United States
52A105903LN001	STATOR CORE	120	United States
52A105903LP001	STATOR CORE	195	United States
52A105903LR001	STATOR CORE	76	United States
52A105903LS001	STATOR CORE	194	United States
52A105903LT001	STATOR CORE	202	United States
52A105903LU001	STATOR CORE	866	United States
52A105903LW001	STATOR CORE	324	United States
52A105903LZ001	STATOR CORE	181	United States
52A105926AA074	LEAD & PARTS	554	United States
52A105926AA075	LEAD & PARTS	154	United States
52A105926AA44	LEAD & PARTS	400	United States
52A105926AA50	LEAD & PARTS - YELLOW/BLACK	1,767	United States
52A105928AA045	LEAD & PARTS Black & Red	1,430	United States
52A105928AA046	LEAD & PARTS BLACK / WHITE	1,424	United States
52A105928AA062	LEAD & PARTS - BLACK/RED	1,722	United States
52A105928AA063	LEAD & PARTS BLACK/WHITE	1,046	United States
52A105928AA078	LEAD & PARTS	400	United States
52A105928AA079	LEAD & PARTS	400	United States
52A105928AA139	LEAD & PARTS BLACK/RED	599	United States
52A105928AA140	LEAD & PARTS BLACK/WHITE	499	United States
52A105928AA396	LEAD & PARTS	399	United States
52A107301LP9013	SHAFT	1,693	United States
52A107301LY8018	SHAFT	520	United States
52A107301LZ9010	SHAFT	1,280	United States
52A107311AY3143	SHAFT	683	United States
52A107311AY35	SHAFT	315	United States
52A107311AY6266	SHAFT	467	United States
52A107311AY82	SHAFT	2,399	United States
52A107311AY9005	SHAFT	2,006	United States
52A107311AZ91	SHAFT	2,555	United States
52A107311LU9012	SHAFT	40	United States
52A107311LU9013	SHAFT	500	United States
52A107311LY8018	SHAFT	200	United States

52A107401LY8010	SHAFT	1,200	United States
52A107401LZ9004	SHAFT	600	United States
52A107411LU9021	SHAFT	750	United States
52A107411LU9031	SHAFT	52	United States
52A108802CU023	ROTOR	26	United States
52A108802KR003	ROTOR	295	United States
52A108902CRK006	ROTOR	15	United States
52A108902CSL014	Rotor	261	United States
52A108902CTL035	ROTOR	18	United States
52A108902CTS010	Rotor	43	United States
52A108902CZU017	ROTOR	275	United States
52A108902KPS003	ROTOR	111	United States
52A108902KSL022	ROTOR	55	United States
52A108902KTS016	ROTOR	82	United States
52A108902KUS023	ROTOR	206	United States
52A108902KUZ1	ROTOR	223	United States
52A109111CD13	BASE PLATE & PARTS	20	United States
52A109111CD22	BASE PLATE & PARTS	93	United States
52A109111CD25	BASE PLATE & PARTS	24	United States
52A109111CD5	BASE PLATE & PARTS	88	United States
52A109411CD011	BASE PLATE & PARTS	189	United States
52A109412CS1	BASE PLATES & PARTS	596	United States
52A109412CS3	BASE PLATES & PARTS	100	United States
52A110322CAR133	ROTOR CORE	117	United States
52A110322CAS133	ROTOR CORE	3,139	United States
52A110322CAT133	ROTOR CORE	3,512	United States
52A110322CAV133	ROTOR CORE	999	United States
52A110322GET133	ROTOR CORE	892	United States
52A110322GEV133	ROTOR CORE	300	United States
52A110322GGR133	ROTOR CORE	200	United States
52A110323CAJ123	ROTOR CORE	270	United States
52A110323CAM123	ROTOR CORE	47	United States
52A110323CAP123	ROTOR CORE	151	United States
52A110323CAS123	ROTOR CORE	317	United States
52A110323CAU123	ROTOR CORE	3	United States
52A110324CAU133	ROTOR CORE	1	United States
52A110324CAU135	ROTOR CORE	528	United States
52A110422BBZ236	ROTOR CORE	267	United States
52A110424BBS233	ROTOR CORE	100	United States
52A110424BBT233	ROTOR CORE	1,375	United States
52A110424EER233	ROTOR CORE	190	United States
52A110424EES233	ROTOR CORE	1,000	United States
52A110425GBR246	ROTOR CORE	43	United States

52A110425GBU246	ROTOR CORE	45	United States
52A110802CJ32	STATOR FIELD	10	United States
52A110802CM32	STATOR FIELD	73	United States
52A110802CM41	STATOR FIELD	1	United States
52A110802CP22	STATOR FIELD	1	United States
52A110802CS29	STATOR FIELD	2	United States
52A110802CU12	STATOR FIELD	11	United States
52A110802PR062	STATOR FIELD	28	United States
52A110802PT014	STATOR FIELD	28	United States
52A110802RS8	STATOR FIELD	30	United States
52A110802RU058	STATOR FIELD	2	United States
52A110802RU24	STATOR FIELD	3	United States
52A110824PR001	STATOR FIELD	5	United States
52A110824PS001	STATOR FIELD	14	United States
52A110824PS002	STATOR FIELD	14	United States
52A110824PS011	STATOR FIELD	7	United States
52A110824PT005	STATOR FIELD	3	United States
52A110824PT014	STATOR FIELD	21	United States
52A110824PU007	STATOR FIELD	4	United States
52A110824PV013	STATOR FIELD	25	United States
52A110901LJ011	STATOR CORE	41	United States
52A110901LM011	STATOR CORE	142	United States
52A110901LP011	STATOR CORE	5	United States
52A110901LR011	Stator Core	154	United States
52A110901LS011	STATOR CORE	113	United States
52A110902LP001	STATOR CORE	6	United States
52A110902LR001	STATOR CORE	5,208	United States
52A110902LS001	STATOR CORE	211	United States
52A110902LT001	STATOR CORE	701	United States
52A110902LU001	STATOR CORE	390	United States
52A110902LV001	Stator Core	315	United States
52A111446P1	resortes HELICAL SPRING (YELLOW)	95,914	United States
52A111449P1	PINK SPRING	10,000	United States
52A111450P1	HELICAL SPRING (PURPLE)	123,931	United States
52A111460P1	HEAT SHIELD (1.5 COMPARTMENT)	1,592	United States
52A111506P850	INSULATION SLEEVE	76,000	United States
52A111525P1	CAPACITOR CLAMP	7,669	United States
52A111529AAP1	1.5 COVER GASKET	2,500	United States
52A111529P1	GASKET (TUV COND BOX CVR)	5,000	United States
52A112802CR039	ROTOR	542	United States
52A112802CR066	ROTOR	173	United States
52A112802KP017	ROTOR	30	United States
52A112902CSS021	ROTOR	236	United States

52A112902CSS022	ROTOR	31	United States
52A112902CTP002	ROTOR	4	United States
52A112902CTS001	ROTOR	265	United States
52A112902CUU002	ROTOR	211	United States
52A112902CVS003	ROTOR	29	United States
52A112902KRS001	ROTOR	319	United States
52A112902KSP005	ROTOR	54	United States
52A112902KTP004	ROTOR	446	United States
52A112902KTP005	ROTOR	29	United States
52A112902KTS001	ROTOR	122	United States
52A112902KTS007	ROTOR	78	United States
52A112902KTS008	ROTOR	144	United States
52A112902KUU006	Rotor	32	United States
52A112902KVU001	ROTOR	62	United States
52A112902KVU003	Rotor	90	United States
52A112902KVU005	ROTOR	515	United States
52A115302KJ11	ROTOR	1	United States
52A115302KM8	ROTOR	23	United States
52A115602KM6	ROTOR	76	United States
52A115802KS024	ROTOR	52	United States
52A115902KPN1	ROTOR	23	United States
52A115902KUP022	ROTOR	11	United States
52B201435AAP4	FAN	35,967	United States
52B201435AAP5	FAN	23,467	United States
52B202244AAP1	BAFFLE	4,805	United States
52B209711P1	BAFFLE	4,536	United States
52B209712ACG001	CORD SET	50	United States
52B209712AEG001	CORD SET	834	United States
52B210116ACP1	TERMINAL BOARD - TUV	4,500	United States
52B210311RNP1	SHAFT	125	United States
52B210311RPP1	SHAFT	5,768	United States
52B210311RPP2	SHAFT	5,672	United States
52B210311RPP4	SHAFT	2,640	United States
52B210311RPP5	SHAFT	700	United States
52B210311RPP6	SHAFT	2,582	United States
52B210311RPP7	SHAFT	1,930	United States
52B210311RPP8	SHAFT	993	United States
52B210311SFP1	SHAFT	2,132	United States
52B210611LSP1	SHAFT	1,550	United States
52B210611LSP3	SHAFT	1,342	United States
52B210611LSP4	SHAFT	808	United States
52B210611LTP2	SHAFT	2,275	United States
52B210611LTP3	SHAFT	600	United States

52B210611LUP2	SHAFT	250	United States
52B210611LVP1	SHAFT	1,600	United States
52B210611LVP2	SHAFT	2,000	United States
52B211236P1	TERMINAL BOARD (TUV)	1,500	United States
52B211309P1	BRG RETAINER	4,133	United States
52B213311BFP1	SHAFT	1,650	United States
52B231541XX022BK	STATOR SHELL GO TO 10319-012	260	United States
52B231622XC007BK	STATOR SHELL GO TO 10319-010	208	United States
52B231687XX001BK	STATOR SHELL GO TO 10319-007	1,475	United States
52B231687XX002BK	STATOR SHELL GO TO 10319-009	295	United States
52B231722XC004BK	STATOR SHELL GO TO 10319-002	477	United States
52B231775XC003BK	STATOR SHELL GO TO 10319-008	1,072	United States
52B231775XC004BK	STATOR SHELL GO TO 10319-011	112	United States
52B233722XX026BK	STATOR SHELL & PARTS GO TO 10359-ASM	42	United States
52B233722XX061BK	STATOR SHELL & PARTS GO TO 10359-ASM	139	United States
52B233722XX065BK	STATOR SHELL & PARTS GO TO 10386-ASM	154	United States
52B233775XX036B	STATOR SHELL & PARTS	665	United States
52B233775XX038BK	STATOR SHELL & PARTS GO TO 10361-ASM	148	United States
52B233775XX039BK	STATOR SHELL & PARTS GO TO 10390-ASM	36	United States
52B233775XX040BK	STATOR SHELL & PARTS GO TO 10353-ASM	180	United States
52B233850XC010B	STATOR SHELL & PARTS	118	United States
52B233850XC011BK	STATOR SHELL & PARTS GO TO 10358-ASM	1,365	United States
52B233850XC012BK	STATOR SHELL & PARTS GO TO 10360-ASM	172	United States
52B233850XC014BK	STATOR SHELL & PARTS GO TO 10328-ASM	1,214	United States
52B233850XC019BK	STATOR SHELL & PARTS GO TO 10383-ASM	212	United States
52B233850XC021BK	STATOR SHELL & PARTS GO TO 10329-ASM	19	United States
52B233850XX025BK	STATOR SHELL & PARTS GO TO 10402-ASM	211	United States
52B233850XX029BK	STATOR SHELL & PARTS GO TO 10362-ASM	122	United States
52B233919XC001BK	STATOR SHELL & PARTS GO TO 10323-ASM	406	United States
52B233919XC005BK	STATOR SHELL & PARTS GO TO 10327-ASM	64	United States
52B233919XC008BK	STATOR SHELL & PARTS GO TO 10324-ASM	158	United States
52B241715XX018BK	STATOR SHELL	136	United States



52B242843XC010BK	STATOR SHELL & PARTS BLACK	120	United States
52B243071XC002B	STATOR SHELL & PARTS	686	United States
52B243768XX078BK	STATOR SHELL & PARTS GO TO 10391-ASM	28	United States
52B243843XC013BK	STATOR SHELL & PARTS GO TO 10337-ASM	11	United States
52B243843XX044BK	STATOR SHELL & PARTS GO TO 10394-ASM	6	United States
52B243899XC005BK	STATOR SHELL & PARTS GO TO 10340-ASM	607	United States
52B243899XC006BK	STATOR SHELL & PARTS GO TO 10357-ASM	419	United States
52B243963XC007BK	STATOR SHELLS & PARTS GO TO 10336-ASM	120	United States
52B243963XX031BK	STATOR SHELL & PARTS GO TO 10392-ASM	107	United States
52B243963XX036BK	STATOR SHELL & PARTS GO TO 10333-ASM	294	United States
52B310814AAG2	MTR END SHIELD	3,572	United States
52B310921G003	COVER & PARTS 1.5 COMPARTMENT	6	United States
52B310921G005	COVER & PARTS 1.5 COMPARTMENT	947	United States
52B311804ABG2	MOTOR END SHIELD	124	United States
52B311818AAG1	MTR END SHIELD W/PUR ENDSHIELD	250	United States
52C300105P3	BASE - SUPPORT - BLACK	1,160	United States
52D310819P2	END SHIELD STAMPING	247	United States
52D310822ABP1	END SHIELD	5,082	United States
52D310822P1A	END SHIELD-CST	1,929	United States
52D310825AAP1	END SHIELD	303	United States
52D310825P1A	END SHIELD-CST	1,960	United States
52D310895AAP001	MACHINED END SHIELD	11,857	United States
52D310921P1	COVER (1.5 COMPARTMENT)	1,333	United States
52D311803AAP107	MOTOR END SHIELD	4,165	United States
52D311803AAP6	END SHIELD	1,150	United States
52D311803P1	END SHIELD-CST	12,800	United States
52D311804AAP101	MTR END SHIELD- MACHINED	6,456	United States
52D311804P2	END SHIELD-CST	2,400	United States
52D311805P4	END SHIELD-CST	1,016	United States
52D311805WWP009	END SHIELD	2,184	United States
52D311818AAP1	MTR END SHIELD- MACHINED	800	United States
52D311818P1	END SHIELD-CST	301	United States
52D311819AAP1	END SHIELD-PURCHASED	2,140	United States
52D311842P1A	END SHIELD-CST	120	United States
55011-004	MAGNET WIRE .0159" (26 gauge)	358	United States
55011-005	MAGNET WIRE .0169" (25.5 gauge)	458	United States

55011-006	MAGNET WIRE .0179" (25 gauge)	338	United States
55011-007	MAGNET WIRE .0190"	817	United States
55011-008	MAGNET WIRE .0201" (24 gauge)	2,095	United States
55011-009	MAGNET WIRE .0213" (23.5 gauge)	754	United States
55011-010	MAGNET WIRE .0226" (23 gauge)	878	United States
55011-011	MAGNET WIRE .0239"	223	United States
55011-012	MAGNET WIRE .0253" (22 gauge)	1,084	United States
55011-013	MAGNET WIRE .0269" (21.5 gauge)	272	United States
55011-014	MAGNET WIRE .0285" (21 gauge)	529	United States
55011-015	MAGNET WIRE .0302" (20.5 gauge)	69	United States
55011-016	MAGNET WIRE .0320" (20 gauge)	248	United States
55011-017	MAGNET WIRE .0339" (19.5 gauge)	1,539	United States
55011-018	MAGNET WIRE .0359"	412	United States
55011-019	MAGNET WIRE .0380" (18.5 gauge)	2,306	United States
55011-020	MAGNET WIRE .0403"	2,063	United States
55011-021	MAGNET WIRE .0427" (17.5 gauge)	1,312	United States
55011-022	MAGNET WIRE .0453" (17 gauge)	296	United States
55011-023	MAGNET WIRE .0480" (16.5 gauge)	2,007	United States
55011-024	MAGNET WIRE .0508"	720	United States
55011-025	MAGNET WIRE .0539"	1,295	United States
55011-026	MAGNET WIRE .0571"	908	United States
55011-029	MAGNET WIRE .0213" GREEN (23.5 GAUGE)	442	United States
55011-030	MAGNET WIRE .0285" GREEN (21 GAUGE)	33	United States
55011-031	MAGNET WIRE .0302" GREEN (20.5 GAUGE)	593	United States
564B656ABP1	PALLET(36X42)	157	United States
57001-001	RUN CAPACITOR	22	United States
57002-001	RUN CAPACITOR	295	United States
57003-001	RUN CAPACITOR	978	United States
57004-001	RUN CAPACITOR	3,286	United States
57005-001	RUN CAPACITOR	2,945	United States
57008-001	RUN CAPACITOR	781	United States
57010-001	RUN CAPACITOR	406	United States
57011-001	RUN CAPACITOR	1,297	United States
57014-001	RUN CAPACITOR	1,050	United States
57015-001	RUN CAPACITOR	1,512	United States
57016-001	RUN CAPACITOR	1,500	United States
742A863AAP2	NUT (CLAMP SCREW #10-32 NF2B)	44,206	United States
742A863ACP2	NUT-LOCK(CLP SCR #10-32 NF2B)	29,300	United States
743B416AAP1	BAFFLE	14,661	United States
933C708AAP1	STATOR CORE LAM	2,054	United States
933C715AAP1	MECH COLLAR	23,800	United States

933C716AAP1	MECH WEIGHT	60,091	United States
933C717ABP1	COVER - SWITCH	35,922	United States
933C730ABP1	BRACKET (AUTO RESET PROT)	23,024	United States
933C733ADP1	PLUG	28,785	United States
976B399AAP11	CAPACITOR (RUN) use up go to 57001-002	237	United States
976B399AAP13	CAPACITOR (RUN) use up go to 57003-001	1,038	United States
976B399AAP20	CAPACITOR (RUN) use up go to 57004-001	9,675	United States
976B399AAP24	CAPACITOR (RUN) use up go to 57005-001	7,042	United States
976B399ABP10	CAPACITOR (RUN) use up go to 57008-001	7	United States
976B399ABP9	CAPACITOR use up go to 57007-001	1,348	United States
976B399AYP12	CAPACITOR (RUN)	331	United States
976B399AYP13	CAPACITOR (RUN)	49	United States
976B399BGP2	Capacitor (Run) 90 DEG AM	619	United States
976B399BGP3	CAPACITOR (RUN) use up go to 57013-001	2,169	United States
976B399BGP4	CAPACITOR (RUN)	2,862	United States
976B399BGP8	CAPACITOR (RUN) 90DEG C AMB use up go to 57017-001	4,339	United States
976B399BGP9	CAPACITOR (RUN) use up go to 57014-001	2,141	United States
976B399BKP1	CAPACITOR (RUN - 100DEG AMB use up go to 57015-001	56	United States
976B399BKP5	CAPACITOR (RUN - 100DEG AMB use up go to 57016-001	77	United States
976B476AAP1	FAN	13,897	United States
976B476AAP2	FAN	6,899	United States
976B490AAP4	LARGE COND BX COVER - BLACK	750	United States
976B493P1	FAN	16,535	United States
976B494P1	BAFFLE	2,600	United States
976B495P1	TERMINAL LUG	33,576	United States
976B497P1	FAN - 1.053 BORE	9,764	United States
976B497P3	FAN - 0.836 BORE	1,186	United States
976B499P1	BAFFLE - REDESIGN	5,268	United States
A16B17-0075X2250	.0075T 2.250W MYLAR	52	United States
A16B17-0075X2625	.0075T 2.625W MYLAR	77	United States
A16B17-0075X3125	.0075T 3.125W MYLAR	93	United States
A16B17-0075X3375	.0075T 3.375W MYLAR	766	United States
A16B17-0075X3625	.0075T 3.625W MYLAR	372	United States
A16B17-0075X3875	.0075T 3.875W MYLAR	271	United States
A16B17-0075X4125	.0075T 4.125W MYLAR	215	United States
A16B17-0075X4375	.0075T 4.375W MYLAR	156	United States

A16B17-0090X3125	.0090T 3.125W MYLAR	68	United States
A16B17-0090X3875	.0090T 3.875W MYLAR	14	United States
A16B17-0090X4125	.0090T 4.125W MYLAR	175	United States
A16B17-0090X4375	.0090T 4.375W MYLAR	46	United States
A16B17-0100X3125	.0100T 3.125W MYLAR	115	United States
A16B17-0100X3375	.0100T 3.375W MYLAR	68	United States
A16B17-0100X3625	.0100T 3.625W MYLAR	270	United States
A16B17-0100X3875	.0100T 3.875W MYLAR	201	United States
A16B17-0100X4125	.0100T 4.125W MYLAR	214	United States
A16B17-0100X4375	.0100T 4.375W MYLAR	52	United States
A16B17-0100X4625	.0100T 4.625W MYLAR	162	United States
A16B17-0100X5125	.0100T 5.125W MYLAR	400	United States
A16B17C-014X437	.014T X 7/16 W MYLAR	353	United States
A23C4C2	1.0 W P-S PLS Tape	27	United States
A4C1B1	.036D POLYESTER CORD LP 1010	737	United States
B208802PN011	LEAD SET KIT STATOR	120	United States
B208802PR001	LEAD SET KIT STATOR	217	United States
B208802RU017	LEAD SET KIT STATOR	422	United States
B208902PSL006	LEAD SET KIT STATOR	720	United States
B208902PTL001	LEAD SET KIT STATOR	55	United States
B208902RRK005	LEAD SET KIT STATOR	15	United States
B208924PPS003	LEAD SET KIT STATOR	161	United States
B208924PSL001	LEAD SET KIT STATOR	774	United States
B208924PUS002	LEAD SET KIT STATOR	198	United States
B208924PZU003	LEAD SET KIT STATOR	318	United States
B208924RTS003	LEAD SET KIT STATOR-PUR	127	United States
B212802PP001	LEAD SET KIT STATOR	1,036	United States
B212802PR003	LEAD SET KIT STATOR	170	United States
B212824CR6	LEAD SET KIT STATOR	255	United States
B212824PR002	LEAD SET KIT STATOR	5	United States
B212902PRS001	LEAD SET KIT STATOR	488	United States
B212902PSP005	LEAD SET KIT STATOR	80	United States
B212902PTP001	LEAD SET KIT STATOR	151	United States
B212902PTS001	LEAD SET KIT STATOR	191	United States
B212924PRS001	LEAD SET KIT STATOR	1,494	United States
B212924PSP005	LEAD SET KIT STATOR	62	United States
B212924PSS001	LEAD SET KIT STATOR	770	United States
B212924PTP006	LEAD SET KIT STATOR	19	United States
B212924PTS006	LEAD SET KIT STATOR	224	United States
B212924PTS010	LEAD SET KIT STATOR	11	United States
B212924PUU006	LEAD SET KIT STATOR	331	United States
B212924PVS004	LEAD SET KIT STATOR	24	United States
B212924PVU002	LEAD SET KIT STATOR	65	United States

B212924PVU005	LEAD SET KIT STATOR	382	United States
B212924PVU014	LEAD SET KIT STATOR	500	United States
B22M47L10320	.0320D MAGNET WIRE (20 gauge)	76	United States
B22M47L10403	.0403D MAGNET WIRE (18 gauge)	247	United States
D6A2C15	MOBIL POLYREX EM	237	United States
MPGEMTRCOVER	COVER (52C300104P1)	209	United States
N191P15006P	SCREW 8-32 X 3/8 SLOT IN-HEX	201,926	United States
N191P15016B6	SCREW 8-32 X 1.00	15,112	United States
N191P15018B6	SCREW 8-32 X 1-1/8	16,773	United States
N191P15020B6	SCREW 8-32 X 1-1/4	11,512	United States
N24P25016	SCREW-3/8-16X1 HEX HD CAP	2,972	United States
N330P1206	EYELET	54,709	United States
N37P15012B6	SCREW 8-32 X 3/4 ROUND HEAD	6,783	United States
N37P16018B	SCREW 10-32 X 1-1/8 ROUND HD	10,293	United States
N37P16020B	SCREW (10-32 X 1 1/4) ROUND HD	3,249	United States
N403P19B	LOCK WASHER EXT. #10	720	United States
N931P81P	RETAINER RING	1,028	United States
NP52X333450P1	Warning Label	5,511	United States
RKIT2818AX	Item Description	180	United States
RKIT4201X	Item Description	84	United States
RKIT4322X	Item Description	77	United States
RKIT9186X	Item Description	120	United States
SNB212924PTP003	LEAD SET KIT STATOR	159	United States
VA82BK1562060J9	SINGLE LEAD SET, J9	2,400	United States
VA82BK1562060T5	SINGLE LEAD SET, T5	2,400	United States
VA82BK1562070T5	SINGLE LEAD SET, T5	600	United States
VA82BKBD62050T5	SINGLE LEAD SET T5 BLACK	11,960	United States
VA82BKFA23020	SINGLE LEAD SET	600	United States
VA82BKFA23030	SINGLE LEAD SET	200	United States
VA82BKFAFP110J9	SINGLE LEAD SET, J9	600	United States
VA82BKFARB060	SINGLE LEAD SET	4,828	United States
VA82BKFC62050J9	SINGLE LEAD SET J9 BLACK	1,500	United States
VA82BKFC62070T5	SINGLE LEAD SET, T5 BLACK	600	United States
VA82BKFP62050J9	SINGLE LEAD SET, J9	10,052	United States
VA82BKFP62050T5	SINGLE LEAD SET, T5	5,734	United States
VA82BKFP62060J9	SINGLE LEAD SET, J9	10,390	United States
VA82BKFP62060T5	SINGLE LEAD SET, T5 BLACK	7,009	United States
VA82BKFP62070T5	SINGLE LEAD SET, T5 BLACK	18,325	United States
VA82BKFP62080L1	SINGLE LEAD SET, L1	1,000	United States
VA82BKFP62080T5	SINGLE LEAD SET, T5 BLACK	100	United States
VA82BKFP62130T5	SINGLE LEAD SET, T5	1,550	United States
VA82BKFPFP060J9	SINGLE LEAD SET, J9 BLACK	113	United States
VA82BKFPFP080J9	SINGLE LEAD SET, J9 BLACK	583	United States

VA82BLFA62050T1	SINGLE LEAD SET, T1 BLUE	4,059	United States
VA82BLFA62060T1	SINGLE LEAD SET, T1 BLUE	11,500	United States
VA82BLFA62070T1	SINGLE LEAD SET, T1	600	United States
VA82BLFAFP020	SINGLE LEAD SET, BLUE	3,122	United States
VA82BLRB23040	SINGLE LEAD SET	300	United States
VA82BRBD62090J11	SINGLE LEAD SET J11 BROWN	530	United States
VA82BRFA23060	SINGLE LEAD SET	300	United States
VA82BRFAWB040P2	SINGLE LEAD SET, P2 BROWN	3,500	United States
VA82BRFC62050J11	SINGLE LEAD SET J11 BROWN	500	United States
VA82BRFC62060J11	SINGLE LEAD SET, J11 BROWN	3,227	United States
VA82BRFC62070J11	SINGLE LEAD SET, J11 BROWN	3,648	United States
VA82BRFC62080J11	SINGLE LEAD SET, J11 BROWN	1,250	United States
VA82BRFP62060J11	SINGLE LEAD SET, J11 BROWN	9,688	United States
VA82BRFP62070J11	SINGLE LEAD SET, J11 BROWN	1,250	United States
VA82BRFP62080J11	SINGLE LEAD SET, J11 BROWN	16,467	United States
VA82BRFPWB040P2	SINGLE LEAD SET P2 BROWN	2,700	United States
VA82BRFPWB090P2	SINGLE LEAD SET, P2 BROWN	1,500	United States
VA82BRFYWB090P2	SINGLE LEAD SET	1,400	United States
VA82BRRBFC040	SINGLE LEAD SET	1,882	United States
VA82ORBD62090T3	SINGLE LEAD SET T3 ORANGE	380	United States
VA82ORFA62050T3	SINGLE LEAD SET, T3 ORANGE	985	United States
VA82ORFA62060T3	SINGLE LEAD SET T3 ORANGE	1,055	United States
VA82ORFA62070T3	SINGLE LEAD SET, T3 ORANGE	18,004	United States
VA82ORFARB045	SINGLE LEAD SET	200	United States
VA82ORFX62060T3	SINGLE LEAD SET, T3 ORANGE	3,854	United States
VA82ORFX62070T3	SINGLE LEAD SET, T3 ORANGE	2,360	United States
VA82ORFX62080T3	SINGLE LEAD SET, T3 ORANGE	950	United States
VA82ORRBFX040	SINGLE LEAD SET	600	United States
VA82PRFAWB030P1	SINGLE LEAD SET, P1	3,778	United States
VA82PRFAWB040P1	SINGLE LEAD SET, P1	600	United States
VA82PRFAWB050P1	SINGLE LEAD SET, P1	10,000	United States
VA82PRFC62060J12	SINGLE LEAD SET, J12 PURPLE	4,380	United States
VA82PRFC62080J12	SINGLE LEAD SET, J12	1,600	United States
VA82PRFCFX040J12	SINGLE LEAD SET, J12 PURPLE	1,600	United States
VA82PRFCFX060J12	SINGLE LEAD SET, J12 PURPLE	64	United States
VA82PRFCWB070P1	SINGLE LEAD SET, P1 PURPLE	1,292	United States
VA82PRFP62060J12	SINGLE LEAD SET, J12 PURPLE	50	United States
VA82PRSRFX050J12	SINGLE LEAD SET, J12	1,500	United States
VA82RDBD62050T8	SINGLE LEAD SET T8 RED	11,934	United States
VA82RDBD62060T8	SINGLE LEAD SET T8 RED	61	United States
VA82RDFA62070T8	SINGLE LEAD SET, T8 RED	3,495	United States
VA82RDFA62080T10	SINGLE LEAD SET, T10	19,384	United States
VA82RDFA62090T8	SINGLE LEAD SET, T8 RED	1,604	United States

VA82RDFC23070	SINGLE LEAD SET	600	United States
VA82RDFC23080J10	SINGLE LEAD SET - J10	300	United States
VA82RDFCFC050J9	SINGLE LEAD SET, J9	3,934	United States
VA82RDFCRB085	SINGLE LEAD SET	7,860	United States
VA82RDFF62070L3	SINGLE LEAD SET, L3	1,000	United States
VA82RDFF62070T10	SINGLE LEAD SET T10 RED	1,000	United States
VA82RDFX15080	SINGLE LEAD SET	3,400	United States
VA82RDFX22060	SINGLE LEAD SET	3,400	United States
VA82RDFX62080	SINGLE LEAD SET RED	750	United States
VA82RDRBFX040	SINGLE LEAD SET	293	United States
VA82WHFA62070T2	SINGLE LEAD SET, T2	20,601	United States
VA82WHFP62070T2	SINGLE LEAD SET T2 WHITE	1,567	United States
VA82WHFP62080T2	SINGLE LEAD SET, T2 WHITE	2,838	United States
VA82WHFP62090T2	SINGLE LEAD SET, T2 WHITE	1,986	United States
VA82WHFX15080	SINGLE LEAD SET	700	United States
VA82WHFX22060	SINGLE LEAD SET	700	United States
VA82WHRBFX040	SINGLE LEAD SET	291	United States
VA82YLFA62050T4	SINGLE LEAD SET, T4	1,100	United States
VA82YLFA62060T4	SINGLE LEAD SET, T4 YELLOW	524	United States
VA82YLFA62070T4	SINGLE LEAD SET, T4 YELLOW	13,625	United States
VA82YLFA62090T4	SINGLE LEAD SET, T4	600	United States
VB62BK2262080T5	SINGLE LEAD SET, T5 BLACK	300	United States
VB62BKFC62070J9	SINGLE LEAD SET, J9	120	United States
VB62BKFC62070T5	SINGLE LEAD SET, T5 BLACK	883	United States
VB62BKFP62060J9	SINGLE LEAD SET, J9 BLACK	8,552	United States
VB62BKFP62060T5	SINGLE LEAD SET, T5 BLACK	2,316	United States
VB62BKFP62070J9	SINGLE LEAD SET, J9	14,318	United States
VB62BKFP62070T5	SINGLE LEAD SET, T5 BLACK	20,257	United States
VB62BKFP62080T5	SINGLE LEAD SET, T5 BLACK	10,589	United States
VB62BKFPFP080J9	SINGLE LEAD SET, J9 BLACK	5,200	United States
VB62BKFR62100	SINGLE LEAD SET	500	United States
VB62BKFRSR100	SINGLE LEAD SET	400	United States
VB62BKSR62060T5	SINGLE LEAD SET, T5	1,200	United States
VB62BKSR62080T5	SINGLE LEAD SET, T5	700	United States
VB62BLBD62050T1	SINGLE LEAD SET T1 BLUE	8,984	United States
VB62BLFA62050T1	SINGLE LEAD SET, T1 BLUE	4,124	United States
VB62BLFA62060T1	SINGLE LEAD SET, T1 BLUE	18,479	United States
VB62BLFA62070T1	SINGLE LEAD SET, T1	700	United States
VB62BLFA62080T1	SINGLE LEAD SET T1 BLUE	304	United States
VB62BLFA62090T1	SINGLE LEAD SET T1 BLUE	120	United States
VB62BLFAFP020	SINGLE LEAD SET BLACK	7,100	United States
VB62BLFP62070T1	SINGLE LEAD SET, T1	1,408	United States
VB62BLFR62110	SINGLE LEAD SET	600	United States

VB62BLFRSR100	SINGLE LEAD SET	400	United States
VB62BLRBWB075	SINGLE LEAD SET	6,353	United States
VB62BRFAWB040P2	SINGLE LEAD SET P2 Brown	1,900	United States
VB62BRFP62070J11	SINGLE LEAD SET, J11	562	United States
VB62BRFP62080J11	SINGLE LEAD SET, J11 BROWN	14,685	United States
VB62BRFPWB070P2	SINGLE LEAD SET	2,950	United States
VB62BRFPWB090P2	SINGLE LEAD SET, P2 BROWN	12,142	United States
VB62BRRBFP040	SINGLE LEAD SET BROWN	148	United States
VB62BRSR62080J11	SINGLE LEAD SET, J11	800	United States
VB62ORBD62050T3	SINGLE LEAD SET T3 ORANGE	13,109	United States
VB62ORFA62070T3	SINGLE LEAD SET, T3 ORANGE	16,833	United States
VB62ORFX62080T3	SINGLE LEAD SET, T3	800	United States
VB62ORFX62090T3	SINGEL LEAD SET T3 ORANGE	148	United States
VB62ORRB62050T3	SINGLE LEAD SET T3 ORANGE	120	United States
VB62PRFAWB030P1	SINGLE LEAD SET, P1 PURPLE	7,000	United States
VB62PRFAWB040P1	SINGLE LEAD SET, P1 PURPLE	1,453	United States
VB62PRFAWB050P1	SINGLE LEAD SET, P1	5,186	United States
VB62PRFC62080P1	SINGLE LEAD SET, P1	984	United States
VB62PRFCFX080J12	SINGLE LEAD SET, J12	150	United States
VB62PRFCWB060P1	SINGLE LEAD SET P1 Purple	150	United States
VB62PRFEWB080P1	SINGLE LEAD SET P1 PURPLE	1,300	United States
VB62PRFP62090P1	SINGLE LEAD SET, P1	3,600	United States
VB62PRFPWB090P1	SINGLE LEAD SET, P1	700	United States
VB62PRWB22070P1	SINGLE LEAD SET, P1	600	United States
VB62RD1562080T10	SINGLE LEAD SET, T10	500	United States
VB62RDFA62060T10	SINGLE LEAD SET, T10 RED	156	United States
VB62RDFA62080T10	SINGLE LEAD SET, T10 RED	10,425	United States
VB62RDFA62090T8	SINGLE LEAD SET, T8 RED	1,848	United States
VB62RDFA62110T10	SINGLE LEAD SET, T10	788	United States
VB62RDFR62100	SINGLE LEAD SET	500	United States
VB62RDFRSR100	SINGLE LEAD SET	400	United States
VB62RDFX15090	SINGLE LEAD SET	200	United States
VB62RDFX22090	SINGLE LEAD SET RED	200	United States
VB62RDRB62050J10	SINGLE LEAD SET J10 RED	120	United States
VB62RDRBFP040	SINGLE LEAD SET RED	148	United States
VB62RDSR62060J9	SINGLE LEAD SET, J9	1,200	United States
VB62RDSR62080J9	SINGLE LEAD SET, J9	700	United States
VB62TNFC62090	SINGLE LEAD SET	994	United States
VB62WH6222080T2	SINGLE LEAD SET, T2	600	United States
VB62WHBD62050T2	SINGLE LEAD SET T2 WHITE	14,142	United States
VB62WHFA62050T2	SINGLE LEAD SET, T2	39	United States
VB62WHFA62060T2	SINGLE LEAD SET, T2 WHITE	10,386	United States
VB62WHFA62070T2	SINGLE LEAD SET, T2 WHITE	5,015	United States



VB62WHFP62070T2	SINGLE LEAD SET, T2	800	United States
VB62WHFP62090T2	SINGLE LEAD SET, T2 WHITE	2,700	United States
VB62WHFX22090	SINGLE LEAD SET WHITE	200	United States
VB62WHFXFY050	SINGLE LEAD SET	1,500	United States
VB62WHFY62070T2	SINGLE LEAD SET, T2	2,300	United States
VB62WHRB62050T2	SINGLE LEAD SET T2 WHITE	120	United States
VB62YLB62050T4	SINGLE LEAD SET T4 YELLOW	12,168	United States
VB62YLFA62070T4	SINGLE LEAD SET, T4 YELLOW	9,033	United States
VB62YLFC62080T4	SINGLE LEAD SET T4 YELLOW	120	United States
VB62YLFY62070T4	SINGLE LEAD SET, T4	800	United States
VB62YLRB15030	SINGLE LEAD SET	20,000	United States
VC42BKFCSD090	SINGLE LEAD SET	399	United States
VC42BKFP62070J9	SINGLE LEAD SET J9	583	United States
VC42BKFP62080T5	SINGLE LEAD SET, T5	803	United States
VC42BKRB15040	SINGLE LEAD SET	19,500	United States
VC42BLFA62050T1	SINGLE LEAD SET, T1	200	United States
VC42BLFA62060T1	SINGLE LEAD SET T1	584	United States
VC42BRFP62080J11	SINGLE LEAD SET J11	585	United States
VC42BRFPWB090P2	SINGLE LEAD SET, P2	500	United States
VC42BRRBWB065P2	SINGLE LEAD SET, P2	2,490	United States
VC42BRRBWB075P2	SINGLE LEAD SET, P2	4,251	United States
VC42ORRBRB040	SINGLE LEAD SET	7,271	United States
VC42PRFAWB050P1	SINGLE LEAD SET, P1 PURPLE	5,805	United States
VC42RDFA62080T10	SINGLE LEAD SET T10	584	United States
VC42WHFA62070T2	SINGLE LEAD SET T2 WHITE	600	United States
VC42WHRBRB040	SINGLE LEAD SET	3,246	United States
VC42YLFA62070T4	SINGLE LEAD SET, T4	200	United States

### Unusable/Dated Inventory

Ref #	Business	Location
<i>Unusable Raw Materials</i>		
RGB-113E-1075-J01IA1	HVAC	United States
RGB-113E-1075-J01IA1	HVAC	United States
RIB-113E-1075-J01IA1	HVAC	United States
RIB-113E-1075-J01IA1	HVAC	United States
TE9-PT3E-1075-J01IA1	HVAC	United States
TE9-PT3E-1075-J01IA1	HVAC	United States
TG9-PT3E-0850-Z99IA1	HVAC	United States
TG9-PT3E-0850-Z99IA1	HVAC	United States
TG9-PT3E-1075-J01IA1	HVAC	United States
TG9-PT3E-1075-J01IA1	HVAC	United States

TG9-PT3E-1075-Z99IA1	HVAC	United States
TI9-PT3E-1075-J01IA1	HVAC	United States
TI9-PT3E-1075-J01IA1	HVAC	United States
TI9-PT3E-1075-Z99IA1	HVAC	United States
TI9-PT3E-1075-Z99IA1	HVAC	United States
TI9-PT3F-1075-Z99IA1	HVAC	United States
TI9-PT3F-1075-Z99IA1	HVAC	United States
AIA-PT3E-1075-A01IW3	HVAC	United States
RGB-113E-1075-Z99IA1	HVAC	United States

***Unusable Finished Goods***

TE9-PT3E-1075-J01IA1	HVAC	United States
TG9-PT3E-1075-J01IA1	HVAC	United States
TI9-PT3E-1075-J01IA1	HVAC	United States
RGB-113E-1075-J01IA1	HVAC	United States
RIB-113E-1075-J01IA1	HVAC	United States
RGB-113E-1075-S08IA1	HVAC	United States
RIB-113E-1075-Z99IA1	HVAC	United States
RIB-113E-1075-S08IA1	HVAC	United States
RGB-113E-1075-Z99IA1	HVAC	United States
RGB-113E-1075-Z99IA1	HVAC	United States
RGB-113E-1075-Z99IA1	HVAC	United States
RGB-113E-1075-Z99IA1	HVAC	United States
RGB-113E-1075-Z99IA1 (GI10750G)	HVAC	United States

## **Other Tangible Assets**

### **Other Pump Business Assets**

All other owned tangible assets that are used to design, develop, manufacture, market, service, distribute, and/or sell products exclusively or primarily associated with the Pump Business, including, but not limited to, manufacturing equipment, machining, tooling, dies, prototypes, models, drawings, blueprints, bills of material, specifications, supplies, customer lists, manuals, permits, authorizations and repair and performance records.

### **Other HVAC Business Assets**

All other owned tangible assets that are used to design, develop, manufacture, market, service, distribute, and/or sell products exclusively or primarily associated with the HVAC Business, including, but not limited to, manufacturing equipment, machining, tooling, dies, prototypes, models, drawings, blueprints, bills of material, specifications, supplies, customer lists, manuals, permits, authorizations and repair and performance records.

## Intellectual Property

### **PATENTS**

#### **HVAC Business**

Reference No.	Patent Application No.	Patent No.	Country	Title of the Invention	Status
SNTEC.001AUS	12/016,924	8,292,595	US	METHOD OF CONSTANT AIRFLOW CONTROL FOR A VENTILATION SYSTEM	Issued
SNTEC.001AUS2	12/016,849	7,915,847	US	METHOD OF CONSTANT RPM CONTROL FOR A VENTILATION SYSTEM	Issued
SNTEC.001AUS3	12/016,894	7657161	US	METHOD OF TRANSITION BETWEEN CONTROLS FOR A VENTILATION SYSTEM	Issued
SNTEC.001AUS4	12/016,872	8054018	US	MULTI-LEVEL PROGRAMMING OF MOTOR FOR A VENTILATION SYSTEM	Issued
SNTEC.001AUS5	12/016,878	8134319	US	COMPENSATION OF MOTOR CONTROL USING CURRENT RPM RELATION FOR A VENTILATION SYSTEM	Issued
SNTEC.001AUS6	12/016,850	8,287,244	US	MOTOR CONTROL APPARATUS FOR A VENTILATION SYSTEM	Issued
SNTEC.003AUS	12/041,580	7795827	US	A CONTROL SYSTEM FOR CONTROLLING MOTORS FOR HEATING, VENTILATION AND AIR CONDITIONING OR PUMP	Issued
SNTEC.004A	11/210,886	8004141	US	TWO-PHASE BRUSHLESS DC MOTOR	Issued
SNTEC.004C1	13/215151	8183733	US	TWO-PHASE BRUSHLESS DC MOTOR	Issued
0035861	10-2005-0035861	0653434	Korea	TWO-PHASE BRUSHLESS DC MOTOR	Issued
OPA05-688TW	94147146	I311002	Taiwan	TWO-PHASE BRUSHLESS DC MOTOR	Issued
SNTEC.006CP1	12/192,059	8299661	US	ROTOR OF BRUSHLESS MOTOR	Issued
0045977	10-2007-0045977	0904910	Korea	ROTOR OF BRUSHLESS DIRECT-CURRENT MOTOR	Issued

0107665	10-2007-0107665	0915365	Korea	ROTOR OF BRUSHLESS (BL) MOTOR	Issued
SNTEC.007CP1	12/192,054	8033007	US	METHOD OF MAKING ROTOR OF BRUSHLESS MOTOR	Issued
SNTEC.009A3	12/490,229	8504646	US	DATA TRANSFER BETWEEN MOTORS	Issued
SNTEC.009CA	2729247		Canada	DATA TRANSFER BETWEEN MOTORS	Pending
SNTEC.009EP	9770892.9		Europe	DATA TRANSFER BETWEEN MOTORS	Pending
SNTEC.009IN	447/DELNP/2011		India	DATA TRANSFER BETWEEN MOTORS	Pending
SNTEC.009HK	11110931.8		Hong Kong	DATA TRANSFER BETWEEN MOTORS	Pending
SNTEC.010HK	11109745.6		Hong Kong	MOTOR WITH MAGNETIC SENSORS	Pending
SNTEC.011A	12/397,227	7812556	US	PHASE LOGIC CIRCUITS FOR CONTROLLING MOTORS	Issued
SNTEC.011C1	12/901,412	8049447	US	PHASE LOGIC CIRCUITS FOR CONTROLLING MOTORS	Issued
SNTEC.012A	12/192,011	8138710	US	POWER DRIVE OF ELECTRIC MOTOR	Issued
SNTEC.014A	12/397,196	8072167	US	TIME DELAY LOGIC OF MOTOR CONTROL	Issued
SNTEC.015A	12/490,206	8288976	US	OPTIMIZATION OF MOTOR OPERATION USING A TEST CYCLE	Issued
SNTEC.016A	12/417,506	8232755	US	BRUSHLESS DC MOTOR WITH SOFT-STARTING OF PWM SIGNALS	Issued
SNTEC.016C1	13/562,126	8368333	US	MOTOR WITH CIRCUITS FOR PROTECTING MOTOR FROM INPUT POWER OUTAGES OR SURGES	Issued
SNTEC.016VCA	2698290		International	BRUSHLESS DC MOTOR WITH SOFT-STARTING OF PWM SIGNALS	Pending
SNTEC.016VEP	10158460.5		Europe	BRUSHLESS DC MOTOR WITH SOFT-STARTING OF PWM SIGNALS	Pending
SNTEC.016HK	11103505.9		Hong Kong	BRUSHLESS DC MOTOR WITH SOFT-STARTING OF PWM SIGNALS	Pending
0022064	10-2010-0022064		Korea	BRUSHLESS DC MOTOR WITH SOFT-STARTING OF PWM SIGNALS	Pending
OPA10-U081TW	099110411		Taiwan	BRUSHLESS DC MOTOR	Pending

				WITH SOFT-STARTING OF PWM SIGNALS	
OPA10-U082JP	2010-078760		Japan	BRUSHLESS DC MOTOR WITH SOFT-STARTING OF PWM SIGNALS	Pending
OPA10-U080CN	201010160048.0		China	BRUSHLESS DC MOTOR WITH SOFT-STARTING OF PWM SIGNALS	Pending
SNTEC.019A	12/966,968	8598833	US	ELECTRONICALLY COMMUTATED MOTOR WITH DATA COMMUNICATION DEVICE	Issued
SNTEC.020AUS	13/012,647	8587233	US	SPEED-DEFINED TORQUE CONTROL	Issued
SNTEC.020CA	2787991		Canada	SPEED-DEFINED TORQUE CONTROL	Pending
SNTEC.020WO	PCT/US201 1/022433		International	SPEED-DEFINED TORQUE CONTROL	Pending
SNTEC.021WO	PCT/US2011/03 3673		International	APPARATUS FOR SELECTING SPEED OF ELECTRICALLY COMMUTATED MOTOR FOR USE IN HVAC SYSTEM	Pending
SNTEC.021PR	61/327,038		US	APPARATUS FOR SELECTING SPEED OF ELECTRICALLY COMMUTATED MOTOR FOR USE IN HVAC SYSTEM	Pending
0042892	10-2010-0042892		Korea	POWER LINE TAP SELECTED VARIABLE SPEED ELECTRONICALLY COMMUTATED MOTOR	Pending
0122264	10-2007-0122264	0946719	Korea	APPARATUS FOR CONTROLLING CONSTANT AIRFLOW WITH VARIABLE SPEED BRUSHLESS MOTOR THRU MULTI-PROGRAM	Issued

**Pump Business**

SNTEC.026CA	2089298	2089298	Canada	TWO COMPARTMENT MOTOR AND METHOD OF MANUFACTURING SAME	Issued
SNTEC.026D1	08/070,014	5430931	US	METHOD OF MANUFACTURING A TWO COMPARTMENT MOTOR	Issued
SNTEC.027A	09/329,827	6121746	US	SPEED REDUCTION SWITCH	Issued
SNTEC.027MX	PA/a/2001/0013 58	227690	Mexico	SPEED REDUCTION SWITCH	Issued
SNTEC.028A	09/997,684	6657338	US	TWO COMPARTMENT MOTOR	Issued
SNTEC.029A	12/708,960	8378618	US	SYSTEMS AND METHODS FOR CONTROLLING OPERATIONS OF A MOTOR	Issued

**Licenses for Intellectual Property (Included in Purchased Contracts)<sup>1</sup>**

Pat./App. No.	Title
5365132	Lamination for a Dynamoelectric Machine with Improved Cooling Capacity
7521834	Poly-Phase Electromagnetic Device Having an Improved Conductor Winding Arrangement
12/598654	Axial Flux Electrical Machine
12/598652	Rotor Magnet Positioning Device
7654123	Automated Manufacturing Machine
12/639219	Automated Manufacturing Machine
13/121593	Winding Insulation Arrangement for Axial Flux Machines
5700156.2	An Automated Manufacturing Machine
2008247303	Axial Flux Electrical Machine
TBD	Winding Insulation Arrangement for Axial Flux Machines

1. See Assignment and License Assignment – Exhibit A to the Regal Beloit Asset Purchase Agreement (MILW\_11420611.1)



## **Trademarks and Trade Names**

### ***Pump Business***

Infinity  
Infinity 1.25  
Infinity 2.8  
Dyna-Tech

### ***HVAC Business***

SN ECM ®  
The Green Motor ™  
Speed-defined Torque Control™  
Speed-defined Torque Control™Infinity

### ***Shared***

SNTech  
  
Infinity 1.25  
Infinity 2.8  
Dyna-Tech

## **Other Intellectual Property**

### ***Pump Business***

All other owned intangible assets used exclusively or primarily to design, develop, manufacture, market, service, distribute, and/or sell products associated with the Pump Business, including, but not limited to, research and development activities, patents, intellectual property, copyrights, trademarks, trade names, service marks, service names, technical information, know-how, trade secrets, product designs, packaging designs, design protocols, safety procedures, marketing and sales data, quality assurance and control procedures, design tools and simulation capabilities, technical information the Debtor provides to its own employees, customers, suppliers, agents, or licensees, and data concerning historic and current research and development efforts relating to the Pump Business, including, but not limited to, designs and experiments, the results of such designs and experiments, testing protocols, and the results of product testing.

### ***HVAC Business***

All other owned intangible assets used exclusively or primarily to design, develop, manufacture, market, service, distribute, and/or sell products associated with the HVAC Business, including, but not limited to, research and development activities, patents, intellectual property, copyrights, trademarks, trade names, service marks, service names, technical information, know-how, trade secrets, product designs, packaging designs, design protocols, safety procedures, marketing and sales data, quality assurance and control procedures, design tools and simulation capabilities, technical information the Debtor provides to its own employees, customers, suppliers, agents, or licensees, and data concerning historic and current research and development efforts relating to the HVAC Business, including, but not limited to, designs and experiments, the results of such designs and experiments, testing protocols, and the results of product testing.

**Schedule 2.1(b)**

**Website Content**

**(Follows on next page.)**

## Schedule 2.1(b) Website Content

### *Pump Business*

DYNA-TECHDEALER.COM  
DYNA-TECHDEALER.INFO  
DYNA-TECHMOTOR.COM  
DYNA-TECHMOTOR.INFO  
DYNA-TECHMOTORS.COM  
DYNA-TECHMOTORS.INFO  
IMPOWEDEALER.COM  
INFINITY-MOTOR.COM  
INFINITY-MOTOR.INFO  
INFINITYMOTORDEALER.COM  
INFINITYMOTORDEALER.INFO  
INFINITYPUMPMOTORS.COM  
INFINITYPUMPMOTORS.INFO

### *HVAC Business*

None.

### *Shared*

SNTECH.CO  
SNTECH.COM

**Schedule 2.1(c)**

**Purchased Contracts**

**(Follows on next page.)**

### **Schedule 2.1(c) Purchased Contracts**

- 1) Assignment and License Agreement, effective as of August 22, 2011, by and between Regal Beloit Corporation and SNTech, Inc.
- 2) Tool Use Agreement, dated June 20, 2013, by and between Regal-Beloit Corporation and SNTech, Inc.

**Schedule 2.3**

**Assumed Liabilities**

**(Follows on next page.)**

### **Schedule 2.3 Assumed Liabilities**

None.