

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TB Wood's Enterprises, Inc.		12/31/2007	CORPORATION: DELAWARE
TB Wood's, Inc.		12/31/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Vacon, Inc.
Street Address:	3181 Black Gap Road
City:	Chambersburg
State/Country:	PENNSYLVANIA
Postal Code:	17202
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2169361	E-FLOW
Registration Number:	1333061	E-TRAC
Registration Number:	2156683	E-TROL+PLUS
Registration Number:	2261432	IMD
Registration Number:	2986366	PDA-TRAC
Registration Number:	2641082	PETRO-TRAC
Registration Number:	2257668	S-TRAC
Registration Number:	1686040	SUPERSTART
Registration Number:	0862655	ULTRACON
Registration Number:	2150835	ULTRACON II
Registration Number:	2351349	ULTRA-HELIX
Registration Number:	2961309	WIN-TRAC

CORRESPONDENCE DATA

900098758

**TRADEMARK
 REEL: 003716 FRAME: 0923**

OP \$315.00 2169361

Fax Number: (215)405-3789
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2159772189
Email: Inocella@wolfblock.com
Correspondent Name: Wolf Block Schorr and Solis-Cohen, LLP
Address Line 1: 1650 Arch Street
Address Line 2: 22nd Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	VAC012-247705
NAME OF SUBMITTER:	Ephraim Schmeidler
Signature:	/ephraimschmeidler/
Date:	02/11/2008

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") is made as of December 31, 2007 by and between TB Wood's Enterprises, Inc., a Delaware corporation, and TB Wood's, Inc., a Pennsylvania corporation (collectively, "Assignors") and Vacon, Inc. ("Assignee"), a Pennsylvania corporation.

WHEREAS, Assignors and Assignee are parties to a Purchase Agreement dated December 18, 2007 ("Purchase Agreement") in which Assignors agree to sell to Assignee the Purchased Intellectual Property (as defined in the Purchase Agreement) including, without limitation (i) the patents and patent applications, (ii) the trademarks, service marks and registrations and applications for registration of the trademarks and service marks, and (iii) the internet domain names, all as listed on Schedule A attached hereto and (iv) the other Intellectual Property (as defined in the Purchase Agreement) listed on Schedule B attached hereto.

NOW THEREFORE, in consideration of the promises and covenants contained herein and in the Purchase Agreement and for other good and valuable consideration, the parties agree as follows:

1. ASSIGNMENT OF RIGHTS.

Assignors hereby irrevocably sell, convey, transfer, assign and deliver unto Assignee, its successors and assigns, Assignors' entire right, title, and interest throughout the world in and to the Purchased Intellectual Property including:

(a) the patents and patent applications listed on Schedule A attached hereto including the underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, and the right to claim the priority date of the patent applications and any legal United States or foreign equivalents thereof, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of the patent applications, or re-issues re-examinations, substitutes or extensions of the patents;

(b) the trademarks and service marks and the registrations and applications for registration of the trademarks and service marks listed on Schedule A attached hereto together with the goodwill of the business symbolized thereby;

(c) the internet domain names listed on Schedule A attached hereto; and

(d) the other Intellectual Property listed on Schedule B attached hereto.

2. PAST, PRESENT AND FUTURE LITIGATION RIGHTS.


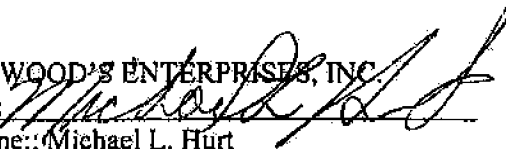
Assignors hereby acknowledge that, from and after the date of this Agreement, Assignee succeeds to, and Assignors relinquish exclusively to Assignee, all of Assignors' right and standing to receive all rights and benefits pertaining to the Purchased Intellectual Property, institute and prosecute all suits and proceedings, and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or

interest of any kind under any and all of the Purchased Intellectual Property, including, without limitation, the right (i) to sue for all past, present and future infringements, misappropriations or other violations of any rights relating to the Purchased Intellectual Property and (ii) to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the Purchased Intellectual Property.

3. FURTHER ASSISTANCE.

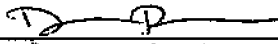
Assignors shall, for no additional consideration, execute and deliver any and all papers and do all lawful acts that may be reasonably necessary or desirable to perfect the rights, titles, and interests to the Purchased Intellectual Property conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Assignment with any applicable United States or foreign government office. Assignors further agree to provide assistance as may be reasonably necessary in connection with any proceeding affecting the right, title or interest of Assignee in and to the Purchased Intellectual Property, including providing testimony in any such proceeding as reasonably necessary and appropriate. Assignee will reimburse Assignors for any and all out of pocket costs reasonably incurred by Assignors in performance of their obligations under this Section 3.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

TB WOOD'S INCORPORATED	VACON, INC.
By: 	By: _____
Name: Michael L. Hurt	Name: _____
Title: Chief Executive Officer	Title: _____
TB WOOD'S ENTERPRISES, INC	
By: 	
Name: Michael L. Hurt	
Title: Chief Executive Officer	

[IP Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first written above.

TB WOOD'S INCORPORATED	VACON, INC.
By: _____	By: 
Name: Michael L. Hurt	Name: Dan Isakson
Title: Chief Executive Officer	Title: President
TB WOOD'S ENTERPRISES, INC.	
By: _____	
Name: Michael L. Hurt	
Title: Chief Executive Officer	

[IP Assignment]

SCHEDULE A

I. Patents and Patent Applications

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Title/Notes</u>	<u>Record Owner</u>
United States	D343387	01/18/1994	07/703,338	05/21/1991	Housing for Motor Control Equipment	TB Woods, Inc.
United States	6,311,920	11/06/2001	09/355,713	08/03/1999	Precision Winding Method and Apparatus	TB Woods Enterprises, Inc.

II. Trademarks/Service Marks Registrations and Applications

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Mark</u>	<u>Record Owner</u>
United States	2,169,361	06/30/1998	75/280,015	04/23/1997	E-FLOW	TB Woods Enterprises, Inc.
United States	1,333,061	04/30/1985	73/491,494	07/24/1984	E-TRAC & Design (stylized)	TB Woods Enterprises, Inc.
United States	2,156,683	05/12/1998	75/273,178	04/11/1997	E-TROL+PLUS	TB Woods Enterprises, Inc.
United States	2,261,432	07/13/1999	75/272,935	04/11/1997	IMD	TB Woods Enterprises, Inc.
Canada	TMA669,532	08/09/2006	1,210,875	03/24/2004	PDA-TRAC	TB Woods Enterprises, Inc.
Mexico	862222	11/30/2004	652272	04/21/2004	PDA-TRAC	TB Woods Enterprises, Inc.
United States	2,986,366	08/16/2005	78/329,999	11/19/2003	PDA-TRAC	TB Woods Enterprises, Inc.
United States	2,641,082	10/22/2002	78/052,072	03/08/2001	PETRO-TRAC	TB Woods Enterprises, Inc.

Venezuela	P-245856	08/22/2003	2001-016447	09/07/2001	PETRO-TRAC	TB Woods, Inc.
United States	2,257,668	06/29/1999	75/272,936	04/11/1997	S-TRAC	TB Woods Enterprises, Inc.
United States	1,686,040	05/12/1992	74/104,389	10/09/1990	SUPERSTART	TB Woods Enterprises, Inc.
United States	862,655	12/31/1968	72/300,318	06/13/1968	ULTRACON	TB Woods Enterprises, Inc.
United States	2,150,835	04/14/1998	75/273,179	04/11/1997	ULTRACON II	TB Woods Enterprises, Inc.
United States	2,351,349	05/23/2000	75/559,570	09/25/1998	ULTRA-HELIX	TB Woods Enterprises, Inc.
Canada	TMA664,172	05/12/2006	1,210,868	03/24/2004	WIN-TRAC	TB Woods Enterprises, Inc.
Community Trademark	3,828,019	11/15/2005	3,828,019	05/20/2004	WIN-TRAC	TB Woods Enterprises, Inc.
Mexico	1,005,503	10/05/2007	653,047	04/21/2004	WIN-TRAC	TB Woods Enterprises, Inc.
United States	2,961,309	06/07/2005	78/306,778	09/29/2003	WIN-TRAC	TB Woods Enterprises, Inc.

III. Internet Domain Names

<u>Domain Name</u>	<u>Owner</u>
accountrol.com	TB Woods, Inc.
pecdirect.com	TB Woods, Inc.
bergeselectronic.com	TB Woods, Inc.

bergeselectronics.com	TB Woods, Inc.
ultrahelix.net	TB Woods, Inc.
ultrahelix.org	TB Woods, Inc.
plantengineeringconsultants.com	TB Woods, Inc.
acdriverrepair.com	TB Woods, Inc.