

7-15-04

07-23-2004



PATENTS ONLY

102797905

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF : David J. Barton

FOR : **WELDING WIRE PACKAGE WITH LIFTING STRAP**

SERIAL NO. : Unknown

FILED : Herewith

EXAMINER : Unknown

ART UNIT : Unknown

CONFIRMATION NO. : Unknown

ATTORNEY DOCKET NO. : LEE 2 00412

15535 U.S. PTO
10/891874
071504

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ASSIGNMENT RECORDATION FORM COVER SHEET

MAIL STOP ASSIGNMENT RECORDATION SERVICES
 Commissioner of Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

CERTIFICATE OF MAILING

I certify that this is being Assignment Recordation Form Cover Sheet and accompanying document(s) are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated below and is addressed to: Commissioner For Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Express Mail Label No.: EL 998016381 US
Date <i>July 15, 2004</i>

Signature <i>Christie L. Cermak</i>
Printed Name Christie L. Cermak

07/19/2004 MBIZUNES 00000024 10891874

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PATENT
REEL: 015580 FRAME: 0772

1. Name of Party(ies) conveying an interest:

David J. Barton

2. Name and address of Party(ies) receiving an interest:

Lincoln Global, Inc.
1200 Monterey Pass Road
Monterey Park, California 91754

3. Description of the interest conveyed:

- | | | | |
|-------------------------------------|--------------------|--------------------------|----------------|
| <input checked="" type="checkbox"/> | Assignment | <input type="checkbox"/> | Change of Name |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Merger |
| <input type="checkbox"/> | Other: | | |

Execution Date: July 6, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: July 6, 2004

A. Patent Application No.(s)

B. Patent No.(s)

5. Name and address of Party to whom correspondence concerning this document should be mailed:

Robert V. Vickers, Esq.
Reg. No. 19,504
Fay, Sharpe, Fagan, Minnich & McKee, LLP
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2518

6. One patent application is involved.

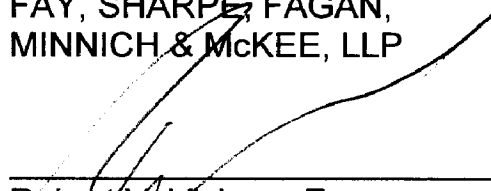
7. Amount of fee enclosed or authorized to be charged: \$40.00

8. Deposit Account Number (attached duplicate copy of this form if paying by Deposit Account): 06-0308
9. Please charge any additional fees or credit overpayment to Deposit Account No.: 06-0308.
10. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
11. Total number of pages including cover sheet, attachments and documents: 5.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP

7/15/09
Date


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FAY, SHARPE, FAGAN, MINNICH & McKEE
1100 SUPERIOR AVENUE, SEVENTH FLOOR
CLEVELAND, OHIO 44114-2579

ASSIGNMENT

WHEREAS, ASSIGNOR: David J. Barton

of the City, County and State, respectively of:

City of Twinsburg, County of Summit and State of Ohio

has made an invention in WELDING WIRE PACKAGE WITH LIFTING STRAP

and has executed on July 6 2004, an application for Letters Patent of the United States on said invention, hereinafter referred to as "said application";

AND, WHEREAS, Lincoln Global, Inc., a Delaware corporation

having its principal place of business at: 1200 Monterey Pass Road
Monterey Park, California 91754

hereinafter called ASSIGNEE, is desirous of acquiring the entire worldwide rights, title and interest in, to and under said invention and said application;

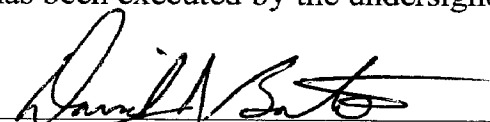
NOW THEREFORE

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, ASSIGNOR hereby sells, transfers and assigns to the ASSIGNEE, its successors, assigns, nominees, or other legal representatives the full, exclusive, entire, worldwide rights, title and interest in, to and under said invention as described and claimed in said application, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, continuations-in-part and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in ASSIGNEE'S own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as ASSIGNOR could have done if the foreign application had been filed in the name of the ASSIGNOR, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and ASSIGNOR authorizes and requests the Commissioner of Patents of the United States, and any official of any country or

countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue the said Letters Patent to ASSIGNEE, its successors, assigns, nominees or other legal representatives, as ASSIGNEE and owner of the said entire rights, and ASSIGNOR covenants that ASSIGNOR has full right to convey the said entire interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR will communicate to ASSIGNEE, its successors, assigns, nominees or other legal representatives all facts known to ASSIGNOR respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing and reissue applications, make all rightful oaths or declarations and do all lawful acts requisite for the application for such divisional, continuing or reissue applications, or the procuring thereof, and that if and when ASSIGNEE, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, ASSIGNOR will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and,

ASSIGNOR further covenants and agrees that ASSIGNOR will, at any time upon request, do everything possible to aid ASSIGNEE, its successors, assigns, nominees, or other legal representatives, either in the name of ASSIGNOR or ASSIGNEE, to apply for, obtain and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty and all the laws and treaties in force, all without further consideration but at the expense of ASSIGNEE, its successors, assigns, nominees or other legal representatives.

IN WITNESS WHEREOF, this assignment has been executed by the undersigned.

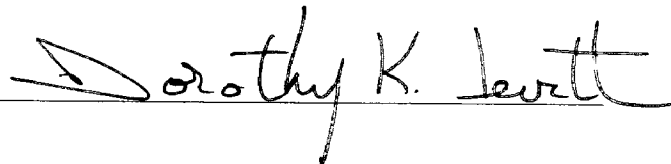


DAVID J. BARTON

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

Subscribed and sworn to before me this 6 day of July 2004.

Notary Public



DOROTHY K. LEVITT

DOROTHY K. LEVITT
Notary Public – State of Ohio, Cuya. Cty.
My Commission Expires June 16, 2007