

03-28-2005



102968104

PATENTS ONLY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF : Russell K. Myers

FOR : **IMPROVED PIPE SEAM TACK WELDING METHODS AND APPARATUS USING MODIFIED SERIES ARC WELDING**

SERIAL NO. : Unknown

FILED : Herewith

EXAMINER : Unknown

ART UNIT : Unknown

CONFIRMATION NO. : Unknown

ATTORNEY DOCKET NO. : LEE 2 00394

113007 U.S. PTO  
11/081059  
031505

11/081059

**ASSIGNMENT RECORDATION FORM COVER SHEET**

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1. Name of Conveying Party(ies) Execution Date(s):  
**Russell K. Myers March 11, 2005**

2. Name and address of Receiving Party(ies):

**Lincoln Global, Inc.  
 1200 Monterey Pass Rd.  
 Monterey Park, California 91754  
 US**

03/25/2005 6TON11 00000042 11081059

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**PATENT  
 REEL: 016389 FRAME: 0863**

3. Description of the interest conveyed:
- |                                     |                    |                          |                |
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4. Application number(s) or patent number(s):
- This document is being filed together with a new application.

A. Patent Application No.(s)                      B. Patent No.(s)

\_\_\_\_\_

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

Eric Highman, Esq.  
Fay, Sharpe, Fagan, Minnich & McKee, LLP  
1100 Superior Avenue  
Seventh Floor  
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Phone Number: (216) 861-5582  
Fax Number: (216) 241-1666  
Email Address: ehighman@faysharpe.com

6. Total number of applications and patents involved:    1
7. Total fee (37 CFR 1.21(h) & 3.41)                      \$40.00
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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 enclosed: 3.

Respectfully submitted,

FAY, SHARPE, FAGAN,  
MINNICH & McKEE, LLP



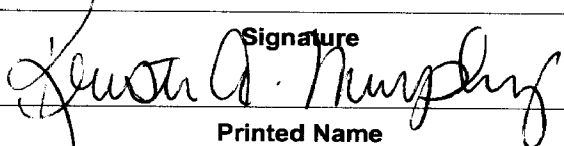
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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, Russell K. Myers of 237 Sunset Drive, City of Hudson, County of Summit, and State of Ohio, Timothy M. O'Donnell, of 8575 Sherman Road, City of Chesterland, County of Geauga, and State of Ohio, and Timothy P. Rosiek, of 8067 Munson Road, City of Mentor, County of Lake, and State of Ohio, who has/have created a certain invention for which a U.S. Patent Application has been

executed concurrently herewith  
 executed on \_\_\_\_\_  
 filed \_\_\_\_\_, and assigned Application Serial No. \_\_\_\_\_

and is entitled:

**IMPROVED PIPE SEAM TACK WELDING METHODS AND APPARATUS USING  
 MODIFIED SERIES ARC WELDING**

hereby sell, assign and transfer to Lincoln Global, Inc., ("Assignee"), having a place of business at 1200 Monterey Pass Rd., Monterey Park, California 91754, 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, including the provisional application from which it claims priority, 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 Inventors 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, reissues, 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 Inventors could have done if the foreign application had been filed in the names of the Inventors, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventors authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty 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 Inventors covenant that Inventors have the full right to convey the said entire interest herein assigned and that Inventors have not executed and will not execute any agreement in conflict herewith, and Inventors will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventors 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, Inventors will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventors further covenant and agree that Inventors 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 Inventors 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.

Signed at Cleveland, OHIO on 11 March 2005.

  
Russell K. Myers

State of OHIO )  
County of Cuyahoga )ss:  
)

On this 11 day of March 2005, before me personally came Russell K. Myers, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

  
Notary Public

Seal

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

Signed at Cleveland Ohio on 11 March 2005.

Timothy M. O'Donnell  
Timothy M. O'Donnell

State of Ohio )  
County of Cuyahoga )ss:  
)

On this 11 day of March 2005, before me personally came Timothy M. O'Donnell, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Dorothy K. Levitt  
Notary Public

Seal

Signed at Cleveland Ohio on 11 March 2005.

Timothy P. Rosiek  
Timothy P. Rosiek

State of Ohio )  
County of Cuyahoga )ss:  
)

On this 11 day of March 2005, before me personally came Timothy P. Rosiek, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Dorothy K. Levitt  
Notary Public

Seal

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