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PATENTS ONLY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF : Garr C. Eberle  
FOR : **TORCH FOR ARC WELDING**  
SERIAL NO. : Unknown  
FILED : Herewith  
EXAMINER : Unknown  
ART UNIT : Unknown  
CONFIRMATION NO. : Unknown  
ATTORNEY DOCKET NO. : LEE 2 00588

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**Garr C. Eberle** : **June 3, 2005**

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

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

07/01/2005 DTESSEM1 00000080 11168750

06 FC:8021

( 40.00 OP )

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- ☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

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

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Fay, Sharpe, Fagan, Minnich & McKee, LLP  
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6. Total number of applications and patents involved: 1

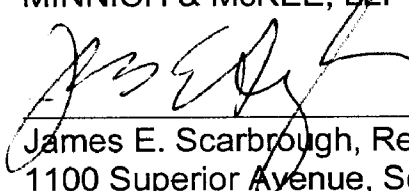
7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

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8. 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.
9. Total number of pages including cover sheet, attachments, and documents enclosed: 5.

Respectfully submitted,

FAY, SHARPE, FAGAN,  
MINNICH & McKEE, LLP

  
James E. Scarbrough, Reg. No. 47,056  
1100 Superior Avenue, Seventh Floor  
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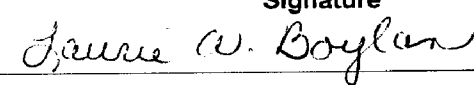
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| <b>Date</b><br>June 28, 2005                      | <b>Printed Name</b><br>Laurie A. Boylan  |

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# ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Garr C. Eberle** of 7747 Arbor Drive, Parma, OH 44130, 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


## **TORCH FOR ARC WELDING**

hereby sell, assign and transfer to **Lincoln Global, Inc.**, ("Assignee"), a corporation of the State of Delaware, having a place of business at **1200 Monterey Pass Road, 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

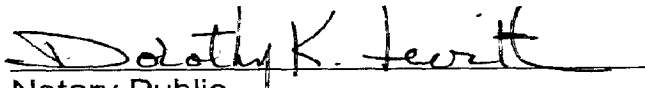
Inventors further covenant and agree that Inventors will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventors or Assignee, to apply for, obtain, and enforce proper patent protection for said 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 June 3, 2005.

  
Garr C. Eberle

State of Ohio )  
County of Cuyahoga ) ss:

On this 3 day of June 2005, before me personally came Garr C. Eberle, 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

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