

3-30-06

04-10-2006


IN THE UNITED STATES

103215127

PATENTS ONLY

AND TRADEMARK OFFICE

APPLICANT(S) : Elliott K. Stava

FOR : **ELECTRIC ARC WELDER SYSTEM WITH WAVEFORM PROFILE CONTROL**

SERIAL NO. : Unknown

FILED : Herewith

PRIORITY APPL. EXAMINER : Clifford C. Shaw

PRIORITY APPL. ART UNIT : 1725

CONFIRMATION NO. : Unknown

ATTORNEY DOCKET NO. : LEE 2 00375-1

112991 U.S. PTO
11/393634

033006

ASSIGNMENT RECORDATION FORM COVER SHEET

U.S. Patent and Trademark Office
MAIL STOP ASSIGNMENT SERVICES DIVISION
P.O. Box 1450
Alexandria, VA 22313-1450

To the Director of the U.S. Patent and Trademark Office:

Please record the attached documents.

1. Name of Conveying Party(ies): Execution Date(s):
Elliott K. Stava **February 12, 2004**

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

LINCOLN GLOBAL, INC.
14824 Marquardt Avenue
Santa Fe Springs, CA
USA

10/20/04 10:00:00 AM 10000001 11/393634
()

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

4. Application or patent number(s):

This document is being filed together with a new application, which is a continuation of prior U.S. Patent Application Serial No. 10/789,876 filed March 1, 2004, which application is still pending.

A. Patent Application No.(s)

B. Patent No.(s)

N/A

N/A

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

Mark S. Svat, Esq.
Fay, Sharpe, Fagan, Minnich & McKee, LLP
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2579
Phone Number: 216-861-5582
Fax Number: 216-241-1666
Email Address: msvat@faysharpe.com

6. Total number of applications and patents involved: 1

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

Payment for the filing of this Assignment is authorized to be charged to a Credit Card. The appropriate form PTO-2038 is enclosed for this purpose. **If the Credit Card is unable to be charged, please charge any and all fees or credit any overpayment to Deposit Account No. 06-0308.**

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: 6.

Respectfully submitted,

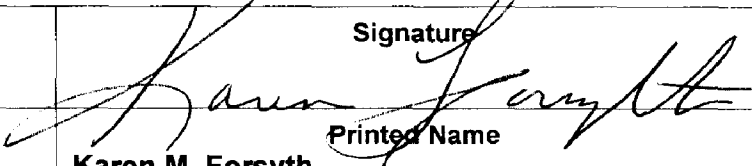
FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP

3/30/06
Date


Mark S. Svat, Reg. No. 34,261
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2579
216-861-5582

CERTIFICATE OF MAILING OR TRANSMISSION

- I certify that this Assignment Recordation Form Cover Sheet and accompanying document(s) are being
- deposited with the United States Postal Service as First Class mail under 37 C.F.R. § 1.8, addressed to U.S. Patent and Trademark Office, MAIL STOP ASSIGNMENT SERVICES DIVISION, P.O. Box 1450, Alexandria, VA 22313-1450 or Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.
 - transmitted to the U.S. Patent and Trademark Office, Assignment Services Division on the date indicated below to facsimile number 571-273-0140.
 - 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 on the date indicated below.

<p>Express Mail Label No.: EV 690740619 US</p>	<p>Signature </p>
<p>Date <u>3-30-06</u></p>	<p>Printed Name Karen M. Forsyth</p>

N:\LEEE\200375\1A\KMF0006881V001.doc

(SOLE INVENTOR)

Docket No. LEEE 200375

FAY, SHARPE, FAGAN, MINNICH & McKEE
1100 Superior Avenue, Seventh Floor
Cleveland, OH 44114-2579

ASSIGNMENT

WHEREAS, ASSIGNOR: ELLIOTT K. STAVA

of the City, County and State of: Sagamore Hills, Summit, Ohio

has made an invention in

ELECTRIC ARC WELDER SYSTEM WITH WAVEFORM PROFILE CONTROL

and has executed on *Feb. 12, 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 Corporation of the State of Delaware

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;

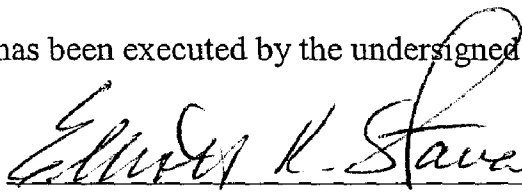
NOW THEREFORE,

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.


ELLIOTT K. STAVA

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)


Notary Public

Subscribed and sworn

to before me this 12 day of February 2004