

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the exhibit to the patent assignment previously recorded on Reel 026676 Frame 0864. Assignor(s) hereby confirms the Assignment.

**CONVEYING PARTY DATA**

Name	Execution Date
Irwin Industrial Tool Company	07/01/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	Worthington Torch, LLC
<b>Street Address:</b>	200 Old Wilson Bridge Road
<b>City:</b>	Columbus
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	43085

**PROPERTY NUMBERS Total: 13**

Property Type	Number
Application Number:	61386668
Application Number:	12113447
Application Number:	12113449
Patent Number:	D543610
Patent Number:	D509291
Patent Number:	D537154
Application Number:	11580800
Patent Number:	7967601
Patent Number:	7771191
Application Number:	12857055
Application Number:	11866732
Patent Number:	D502716
Patent Number:	7438084

**CH \$520.00 61386668**

**CORRESPONDENCE DATA**

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**ATTORNEY DOCKET NUMBER:**

17348-430/1707/CORRECTIVE

**NAME OF SUBMITTER:**

Richard S. Donnell

**Total Attachments: 12**

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PATENT ASSIGNMENT

Electronic Version v1.1  
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07/31/2011  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA

Name	Execution Date
Irwin Industrial Tool Company	07/01/2011

RECEIVING PARTY DATA

Name:	Worthington Torch, LLC
Street Address:	200 Old Wilson Bridge Road
City:	Columbus
State/Country:	OHIO
Postal Code:	43085

PROPERTY NUMBERS Total: 16

Property Type	Number
Application Number:	61386668
Application Number:	12113447
Application Number:	12113449
Patent Number:	D543610
Patent Number:	D509291
Patent Number:	D537154
Application Number:	11580800
Patent Number:	7967601
Patent Number:	7771191
Patent Number:	7373947
Patent Number:	7195031
Patent Number:	7415988
Application Number:	12857055
Application Number:	11866732
Patent Number:	D502716

CH \$640.00 61386668

Patent Number: 7438084

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Address Line 2: Attn: Richard S. Donnell, Esq.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER: 17348-430/1707/PATASSN1

NAME OF SUBMITTER: Richard S. Donnell

Total Attachments: 12  
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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into to be effective as of the 1st day of July, 2011, by and between IRWIN INDUSTRIAL TOOL COMPANY, a Delaware corporation having a place of business at Three Glenlake Parkway, Atlanta, GA 30328 ("Assignor"), and WORTHINGTON TORCH, LLC, an Ohio limited liability company having a place of business at 200 Old Wilson Bridge Road, Columbus, OH 43085 ("Assignee").

### RECITALS

WHEREAS, Assignor owns certain patents and patent applications, including, but not limited to, the patents and patent applications described in Exhibit A, attached hereto and made a part hereof (the "Patents");

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of July 1, 2011 (as amended by that certain Amendment No. 1 to Asset Purchase Agreement effective as of July 1, 2011, the "Asset Purchase Agreement"), pursuant to which Assignor and certain of its affiliates sold, assigned, transferred and delivered to Assignee the Acquired Assets (as defined in the Asset Purchase Agreement), including the Patents, all as more particularly described in the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee desires to purchase, acquire and accept from Assignor all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's worldwide right, title and interest in and to the Patents, including all divisions, continuations, continuations-in-part, substitutes, patents of addition, reissues, reexaminations, renewals, and extensions thereof, and the right to apply for patents in foreign countries with full benefit of such priorities as may now or hereafter be granted to the Assignor by local laws or by treaty, including any international convention for the protection of industrial property, together with the right to extend the protection of said Patents to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its use and benefit and for the use and benefit of its successors or assigns, to the full end of the term for which said Patents are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made. Assignor hereby requests and authorizes the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all said Patents, when granted, in accordance with the terms of this Assignment.

Assignor further sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's rights to sue for and to recover and retain all damages and profits arising from past infringements or unauthorized use of any such Patents, or unpaid royalties with respect to use of any such Patents, occurring before the date of this Assignment.

Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's right to the Patents, particularly in cases of interference and litigation.

This Assignment, including its terms and conditions, is and shall be limited by and is subject to all of the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by this reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

*[Remainder of page intentionally left blank; signature page immediately follows.]*



Exhibit A

Patents

See attached.



Case Number	Country	Status	Title	App. Number	Filing Date	Patent Number	Issue Date	Owner
P-06197	AU	Granted	HEATING ELEMENT	1051/20041497	10/21/2004	301867	6/6/2005	Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-06197	AU	Granted	HEATING ELEMENT	12207/2005	5/17/2005	304935	1/16/2006	Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-07966	AU	Pending	TORCH (Quick-Fire/Expanded Burn Tube)	2010212464	8/20/2010			Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-06287	CN	Published	EFFICIENT VAPORIZATION TORCH VALVE	2004100025289	1/30/2004			Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-06287	CN	Granted	EFFICIENT VAPORIZATION TORCH VALVE	2008102133638	9/2/2008	ZL200810213363	1/19/2011	Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-07375	CN	Published	GAS APPLIANCE TORCH (Provisional Title) (Double D Fitment - Quick Change)	200810125859X	5/4/2008			Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-07376	CN	Published	GAS APPLIANCE TORCH (Provisional Title) (Slip Ring Fitment - Quick Change)	2008101258285	5/4/2008			Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-06995	CN	Granted	SAFETY MECHANISM FOR A TORCH (Current Interrupter)	2007101081881	5/30/2007	ZL200710108188	3/30/2011	Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company

Case Number	Country	Status	Title	App. Number	Filing Date	Patent Number	Issue Date	Owner
P-06996	CN	Published	SAFETY MECHANISM FOR A TORCH OR LIGHTER (Current Interrupter)	2007101087924	5/31/2007			Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool
P-07382	CN	Published	TORCH AND CANISTER (Canister With Finger Holes)	2008101737927	10/6/2008			Company Irwin Industrial Tool
P-06287	DE	Published	EFFICIENT VAPORIZATION TORCH VALVE	2210035	1/29/2004			Company Irwin Industrial Tool
P-06995	DE	Granted	SAFETY MECHANISM FOR A TORCH (Current Interrupter)	1020070249243	5/29/2007	102007024924	9/23/2010	Company Irwin Industrial Tool
P-06996	DE	Granted	SAFETY MECHANISM FOR A TORCH OR LIGHTER (Current Interrupter)	1020070249235	5/29/2007	102007024923	10/28/2010	Company Irwin Industrial Tool
P-06197	EM	Granted	HEATING ELEMENT	000141585	3/3/2004	000141585-1	3/3/2004	Company Irwin Industrial Tool
P-07375	EP	Granted	GAS APPLIANCE TORCH (Provisional Title) (Double D Fitment - Quick Change)	08008436.1	5/5/2008	1988324	7/28/2010	Company Irwin Industrial Tool
P-07376	EP	Published	GAS APPLIANCE TORCH (Provisional Title) (Slip Ring Fitment - Quick Change)	08008437.9	5/5/2008			Company Irwin Industrial Tool



Case Number	Country	Status	Title	App. Number	Filing Date	Patent Number	Issue Date	Owner
P-06996	GB	Published	SAFETY MECHANISM FOR A TORCH OR LIGHTER (Current Interrupter)	0708273.8	4/30/2007			Irwin Industrial Tool Company Irwin Industrial Tool Company
P-06996	GB	Pending	SAFETY MECHANISM FOR A TORCH OR LIGHTER (Current Interrupter)	1106913.5	4/26/2011			Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-06197	NZ	Granted	HEATING ELEMENT	404663	3/5/2004	404663	3/3/2005	Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-06197	NZ	Granted	HEATING ELEMENT	405526	11/16/2004	405526	3/3/2005	Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-06287	TW	Granted	EFFICIENT VAPORIZATION TORCH VALVE	93101397	1/19/2004	1247865	1/21/2006	Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-07375	TW	Published	GAS APPLIANCE TORCH (Provisional Title) (Double D Fitment - Quick Change)	097116393	5/2/2008			Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-07376	TW	Published	GAS APPLIANCE TORCH (Provisional Title) (Slip Ring Fitment - Quick Change)	097116394	5/2/2008			Company Irwin Industrial Tool Company Irwin Industrial Tool Company
P-06995	TW	Published	SAFETY MECHANISM FOR A TORCH (Current Interrupter)	096114093	4/20/2007			Company Irwin Industrial Tool Company Irwin Industrial Tool Company

Case Number	Country	Status	Title	App. Number	Filing Date	Patent Number	Issue Date	Owner
P-06996	TW	Published	SAFETY MECHANISM FOR A TORCH OR LIGHTER (Current Interrupter)	096114090	4/20/2007			Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool
P-07382	TW	Published	TORCH AND CANISTER (Canister With Finger Holes)	097138326	10/3/2008			Company Irwin Industrial Tool Company Irwin Industrial Tool
P-06175	TW	Granted	TORCH HEAD	93301810	3/30/2004	D105644	7/21/2005	Company Irwin Industrial Tool Company Irwin Industrial Tool
P-08159	US	Pending	ERGONOMIC TORCH REGULATOR CONTROLLER	61/386668	9/27/2010			Industrial Tool Company Irwin Industrial Tool Company Irwin Industrial Tool
P-07375	US	Published	GAS APPLIANCE TORCH (Provisional Title) (Double D Fitment - Quick Change)	12/113447	5/1/2008			Company Irwin Industrial Tool Company Irwin Industrial Tool
P-07376	US	Issue Fee Paid 05/18/2011	GAS APPLIANCE TORCH (Provisional Title) (Slip Ring Fitment - Quick Change)	12/113449	5/1/2008			Company Irwin Industrial Tool Company Irwin Industrial Tool
P-07056	US	Granted	HEATING ELEMENT	29/238703	9/20/2005	D543610	5/29/2007	Company Irwin Industrial Tool Company Irwin Industrial Tool
P-06197	US	Granted	HEATING ELEMENT	29/190293	9/18/2003	D509291	9/6/2005	Company Irwin Industrial Tool Company Irwin Industrial Tool

Case Number	Country	Status	Title	App. Number	Filing Date	Patent Number	Issue Date	Owner
P-06197	US	Granted	HEATING ELEMENT	29/227718	4/14/2005	D537154	2/20/2007	Irwin Industrial Tool Company
P-07481	US	Published	PORTABLE KIT BOX FOR TORCH EQUIPMENT (Snake Kit)	11/580800	10/13/2006			Irwin Industrial Tool Company
P-06995	US	Granted	SAFETY MECHANISM FOR A TORCH (Current Interrupter)	11/612746	12/19/2006	7967601	6/28/2011	Irwin Industrial Tool Company
P-06996	US	Granted	SAFETY MECHANISM FOR A TORCH OR LIGHTER (Current Interrupter)	11/561064	11/17/2006	7771191	8/10/2010	Irwin Industrial Tool Company
P-07966	US	Published	TORCH (Quick-Fire/Expanded Burn Tube)	12/857055	8/16/2010			Irwin Industrial Tool Company
P-07382	US	Published	TORCH AND CANISTER (Canister With Finger Holes)	11/866732	10/3/2007			Irwin Industrial Tool Company
P-06175	US	Granted	TORCH HEAD	29/193290	11/6/2003	D502716	3/8/2005	Irwin Industrial Tool Company
P-07570	US	Granted	TRANSPORT SYSTEM FOR TANKS	10/906722	3/3/2005	7438084	10/21/2008	Irwin Industrial Tool Company