

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Joseph A Daniel	02/14/2012
RECEIVING PARTY DATA	
Name:	Lincoln Global, Inc.
Street Address:	17721 Railroad Street
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91748
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13411471
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ATTORNEY DOCKET NUMBER:	72056-8069.US00
NAME OF SUBMITTER:	Terrance J. Wikberg
Total Attachments: 2 source=ExecutedAssignment#page1.tif source=ExecutedAssignment#page2.tif	

CH \$40.00 13411471

**ASSIGNMENT AND AGREEMENT**

WHEREAS, **Joseph A. Daniel, residing at 7946 N. Gannett Road, Sagamore Hills, OH, 44067** a US citizen (hereinafter referred to singly and collectively as "ASSIGNORS") have invented one or more certain invention(s) described in U.S. Patent Application Serial No. \_\_\_\_\_, filed on \_\_\_\_\_ entitled ("**APPARATUS AND METHOD FOR STARTING ARC WELDING PROCESS**").

**LINCOLN GLOBAL, INC.**, (the "ASSIGNEE") a Delaware corporation organized and existing under and by the virtue of laws having a place of business located at 17721 Railroad Street, City of Industry, CA 91748, desires to acquire the entire right, title and interest in and to the Invention(s) and the Application, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as ASSIGNEE of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.


ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said

invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith. ASSIGNOR further represents that ASSIGNOR was obligated by virtue of his/her employment by ASSIGNEE to assign the rights, titles and interests conveyed herein to ASSIGNEE at the time the invention was made.

ASSIGNOR HEREBY GRANTS to the law firm of **PERKINS COIE LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **PERKINS COIE LLP** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAMES AND SIGNATURES OF INVENTORS		
Name: <b>Joseph A. Daniel</b>	Signature: 	Date: 14 Feb 2012