

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5396016

<b>SUBMISSION TYPE:</b>	RESUBMISSION	
<b>NATURE OF CONVEYANCE:</b>	SUPPLY AGREEMENT AND DECLARATION REGARDING OWNERSHIP OF INVENTION	
<b>RESUBMIT DOCUMENT ID:</b>	505192447	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TECMEN ELECTRONICS CO LTD	03/27/2012
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	THE LINCOLN ELECTRIC COMPANY	
<b>Street Address:</b>	22801 SAINT CLAIR AVENUE	
<b>City:</b>	CLEVELAND	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	44117	
<b>PROPERTY NUMBERS Total: 6</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	29639562	
Application Number:	29639579	
Application Number:	29639566	
Application Number:	29639668	
Application Number:	29639572	
Application Number:	29639586	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(214)978-3099	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(214) 978-3000	
<b>Email:</b>	docket@bakermckenzie.com	
<b>Correspondent Name:</b>	BAKER & MCKENZIE LLP PATENT DEPARTMENT	
<b>Address Line 1:</b>	1900 NORTH PEARL STREET	
<b>Address Line 2:</b>	SUITE 1500	
<b>Address Line 4:</b>	DALLAS, TEXAS 75201	
<b>ATTORNEY DOCKET NUMBER:</b>	24217108-000578	
<b>NAME OF SUBMITTER:</b>	JOHN SHERIDAN	
<b>SIGNATURE:</b>	/John Sheridan/	

<b>DATE SIGNED:</b>	02/27/2019
<b>Total Attachments: 15</b> source=Supply_Agreement#page1.tif source=Supply_Agreement#page2.tif source=Supply_Agreement#page3.tif source=Supply_Agreement#page4.tif source=Supply_Agreement#page5.tif source=Supply_Agreement#page6.tif source=Supply_Agreement#page7.tif source=Supply_Agreement#page8.tif source=Supply_Agreement#page9.tif source=Supply_Agreement#page10.tif source=Supply_Agreement#page11.tif source=Supply_Agreement#page12.tif source=Supply_Agreement#page13.tif source=Supply_Agreement#page14.tif source=Supply_Agreement#page15.tif	

## SUPPLY AGREEMENT

This Supply Agreement (the "Agreement") is between The Lincoln Electric Company, an Ohio corporation headquartered at 22801 Saint Clair Avenue in Cleveland, Ohio (said company is hereinafter referred to as "Lincoln") and Tecmen Electronics Co Ltd, a whose address is No. 21 North Liuzhou Road, Xiaoliu Industrial Park, Nanjing Jiangsu 210031, China (said company is hereinafter referred to as "Supplier") with respect to the following Recitals.

### RECITALS:

**WHEREAS**, Supplier is engaged in the business of manufacturing and selling welding helmets and related replacement parts (hereinafter such products are referred to as the "Products"); and

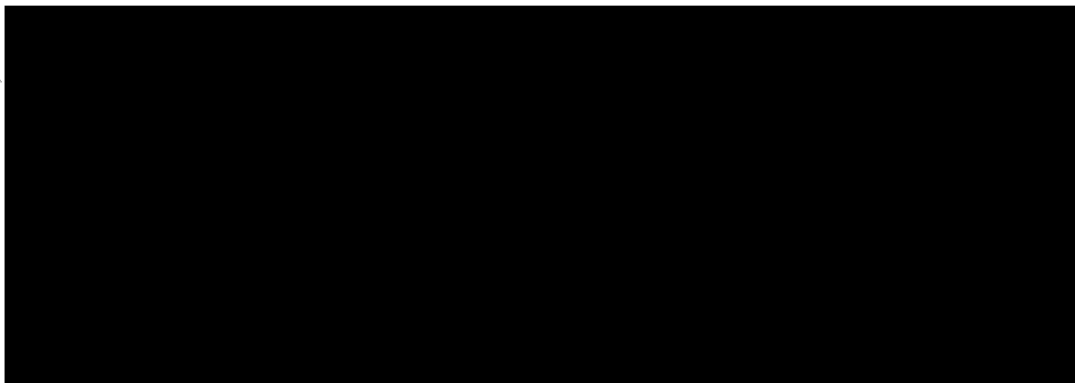
**WHEREAS**, Lincoln requires the Products in connection with the operation of its business and the production of the products that it manufactures; and

**WHEREAS**, the parties wish to establish an arrangement regarding the Supplier's delivery of private-labeled Products to Lincoln's principal place of business to enable delivery of such Products to Lincoln in an expedited manner upon purchase by Lincoln.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, agreements, and undertakings hereinafter set forth, the parties hereto agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be one year (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional and successive one (1) year periods unless either party provides written notice of non-renewal three hundred and sixty five (365) days prior to the expiration of any term (each a "Renewal Term").

2. **Supplier's Shipment of Products**



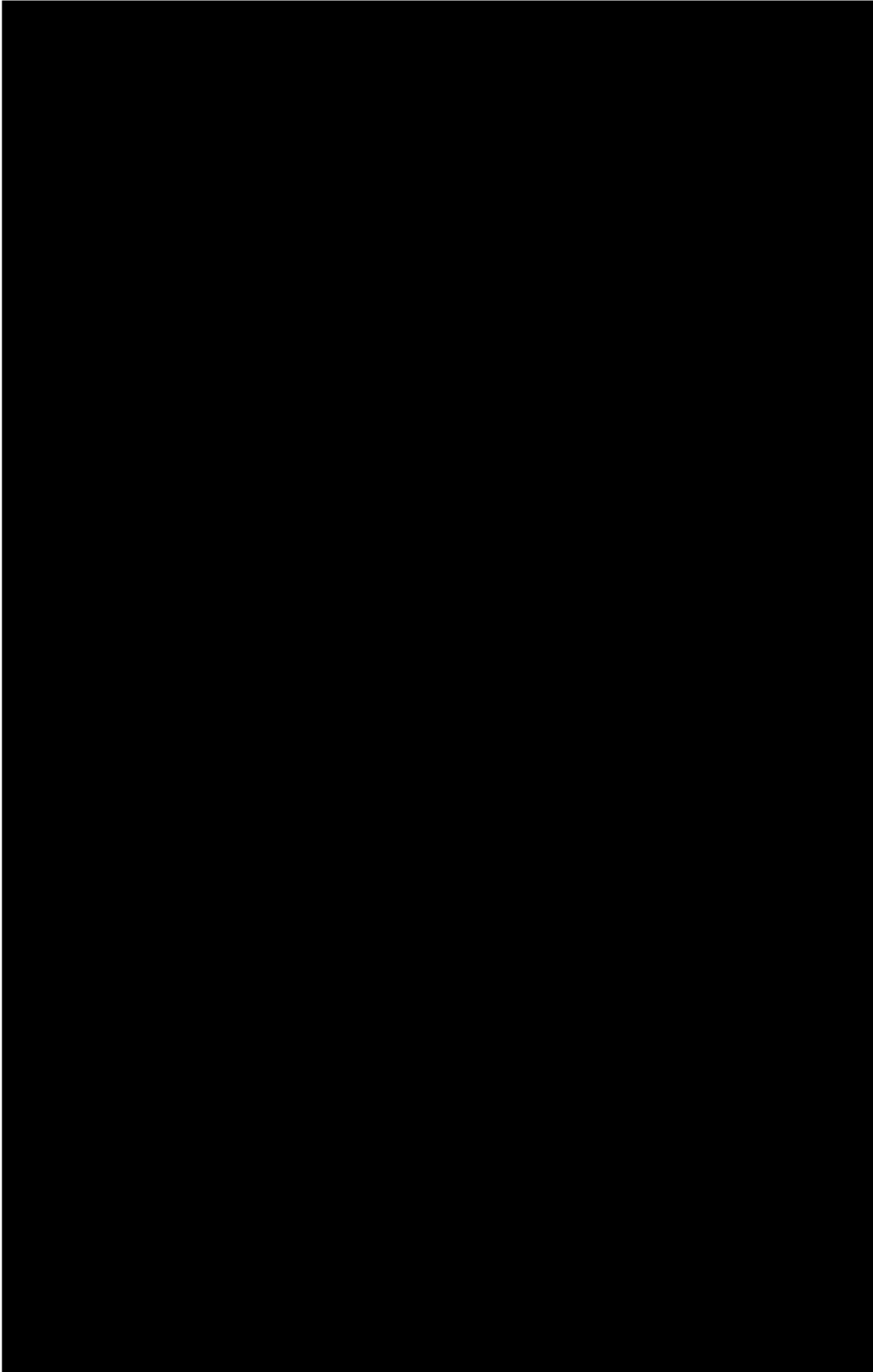
[REDACTED]

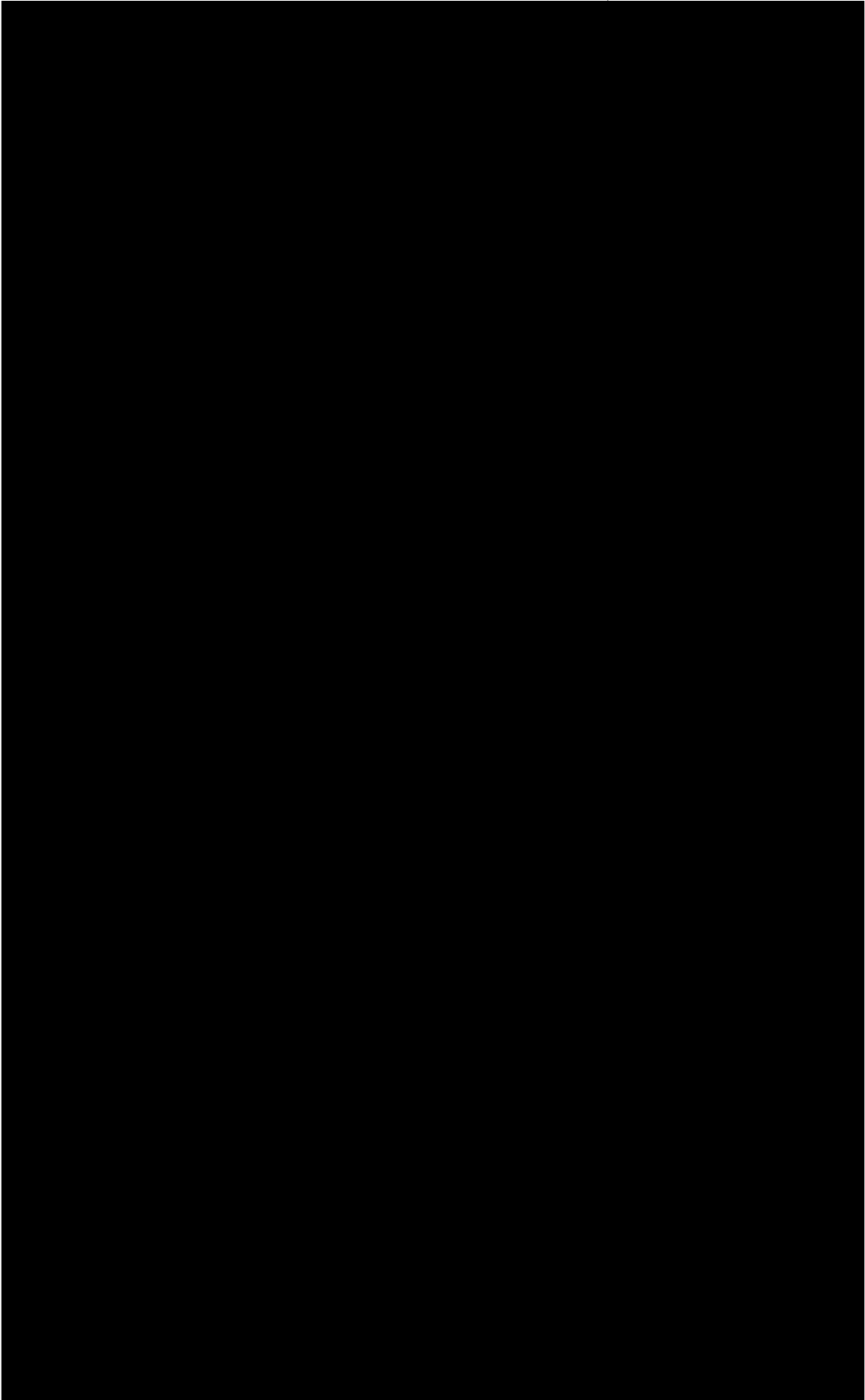
[REDACTED]

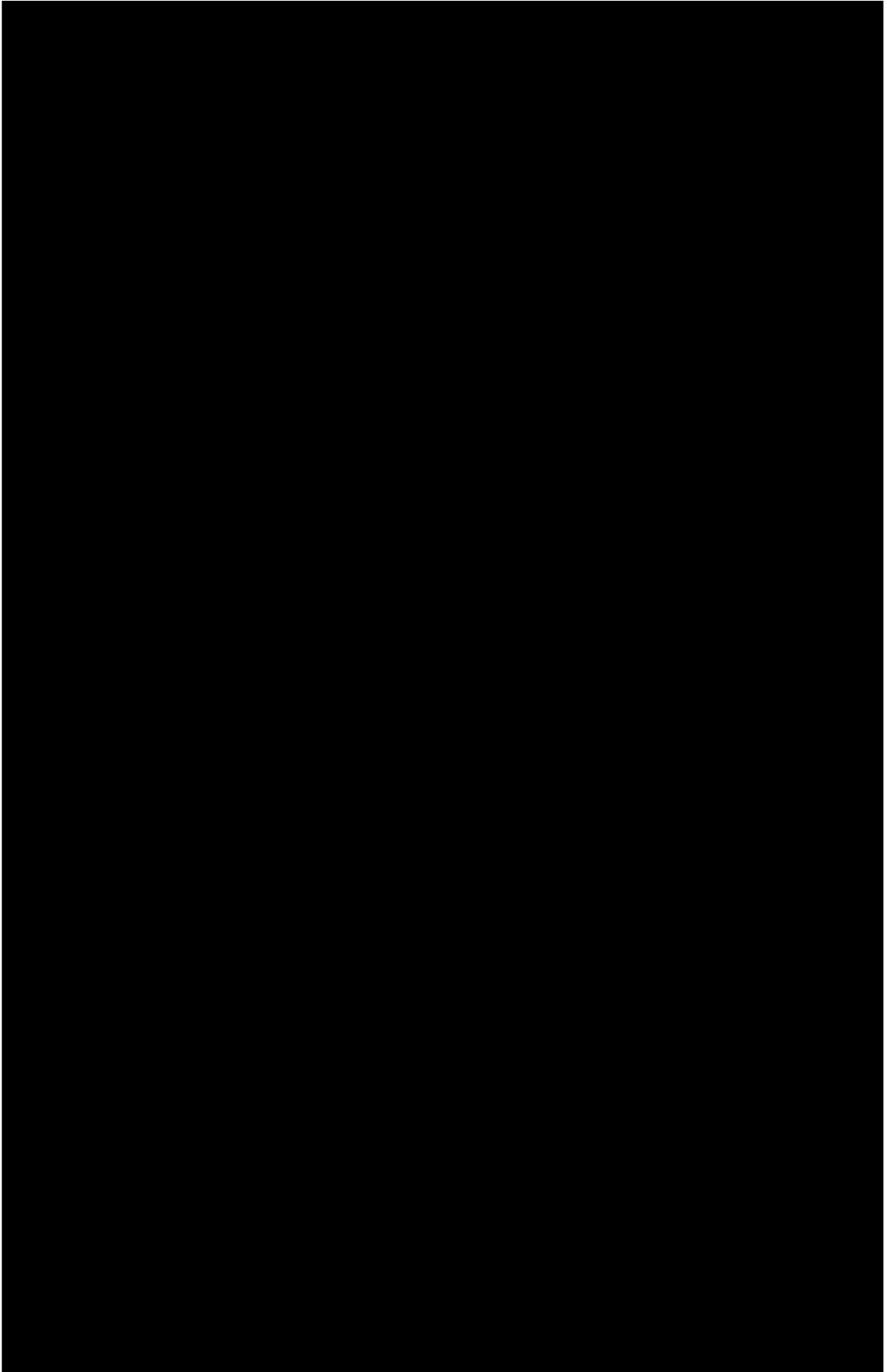
[REDACTED]

[REDACTED]

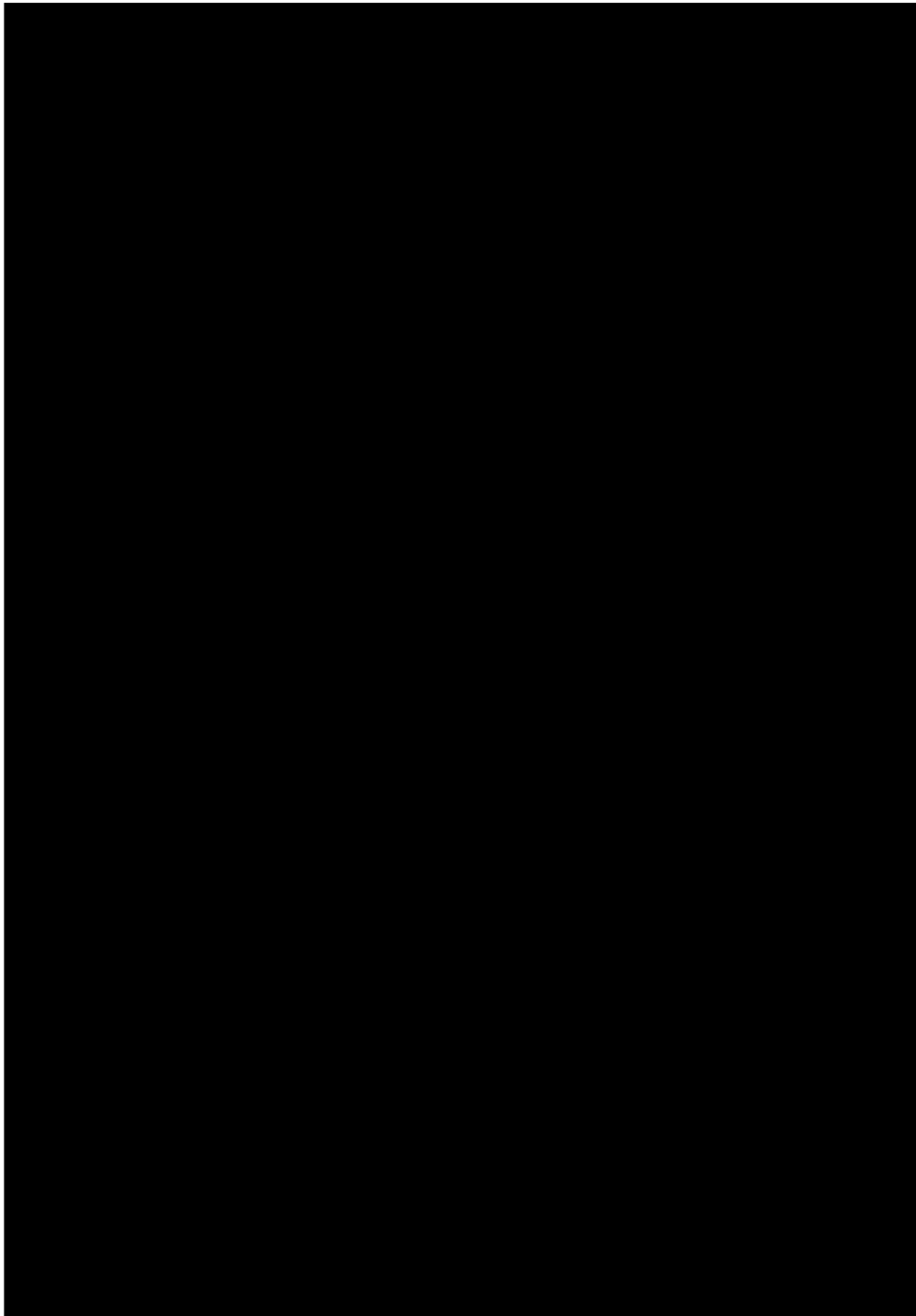
[REDACTED]







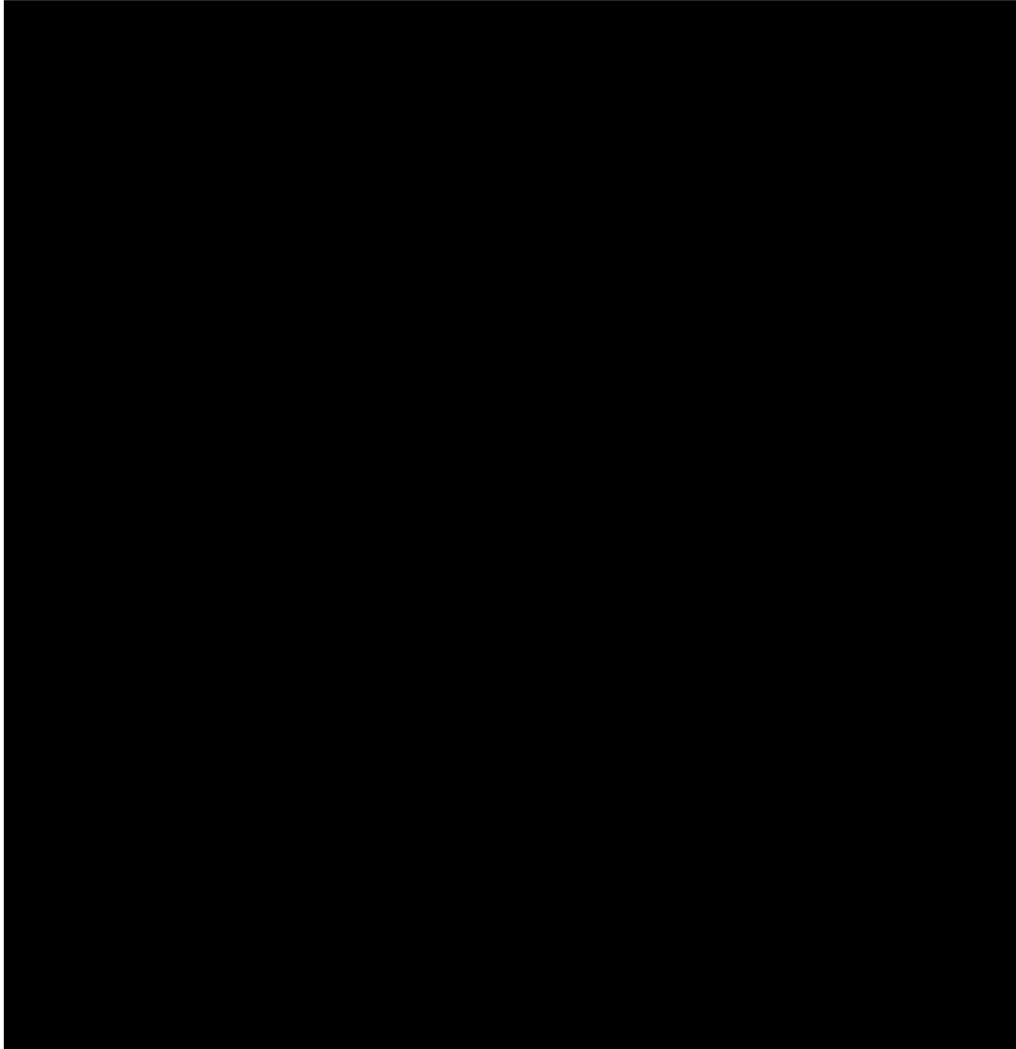
6. **Terms and Conditions.** The parties acknowledge and agree that Lincoln's standard terms and conditions relating to the purchase of materials in effect from time to time shall apply to Lincoln's purchases of the Purchased Products under this Agreement to the extent they are not in conflict with this Agreement, and, in the event of a conflict, the terms and conditions of this Agreement shall control. Supplier acknowledges that it is familiar with Lincoln's current standard terms and conditions.



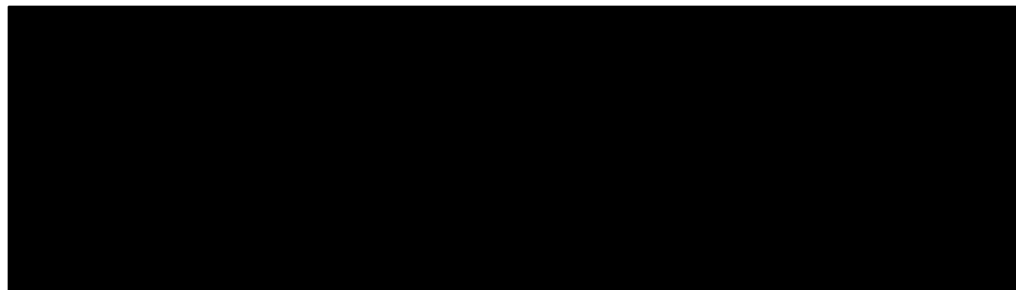


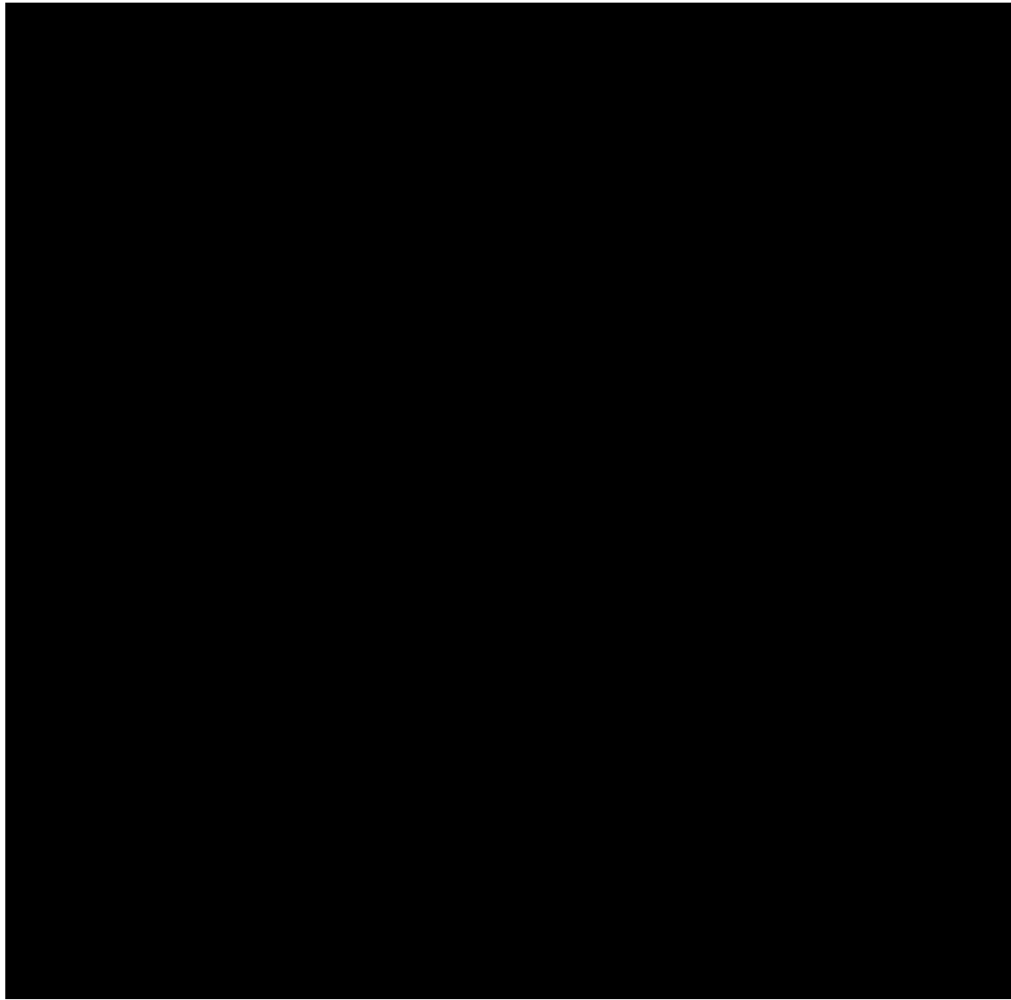


7. Termination of Agreement; No Consequential Damages.

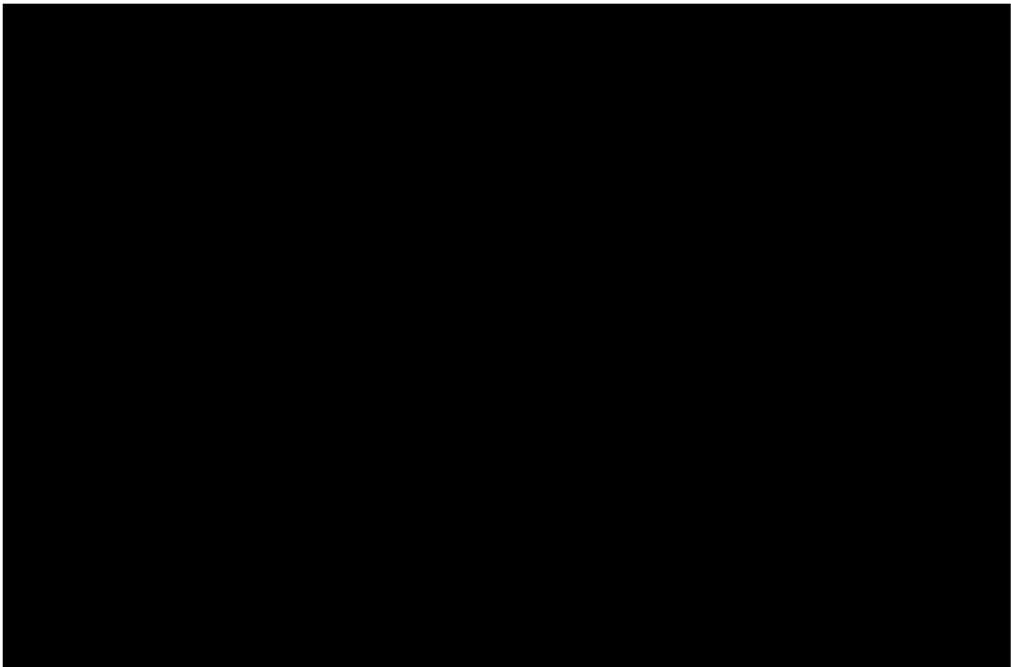


8. Quality Criteria.





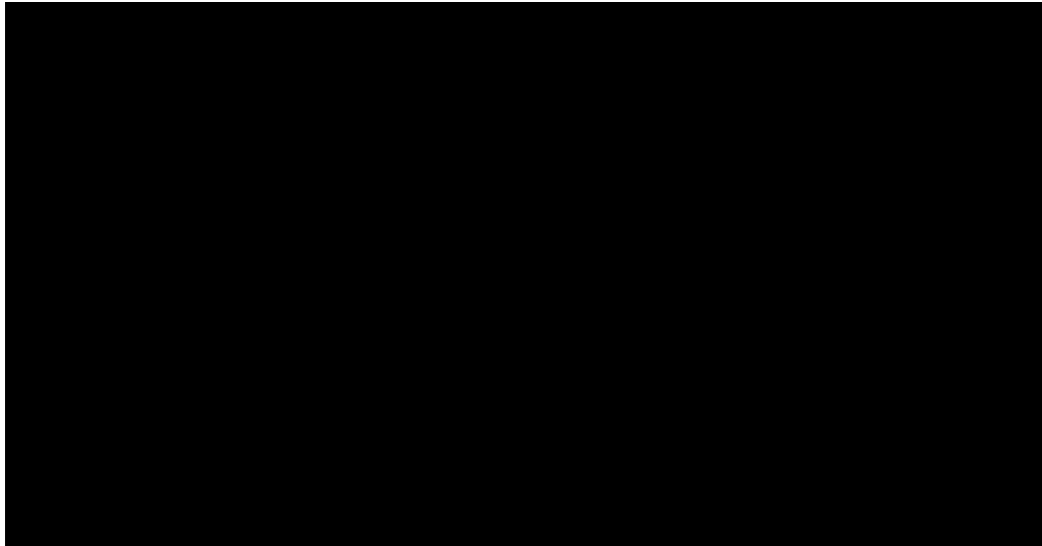
9. Proprietary Rights And Confidential Information.



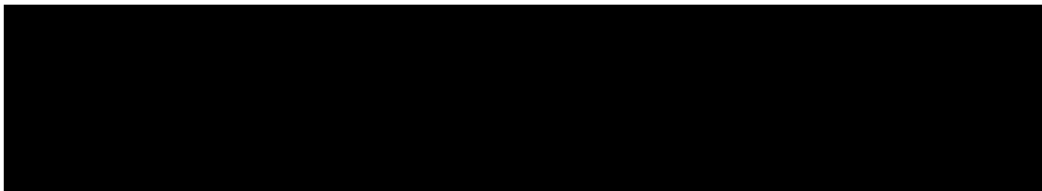


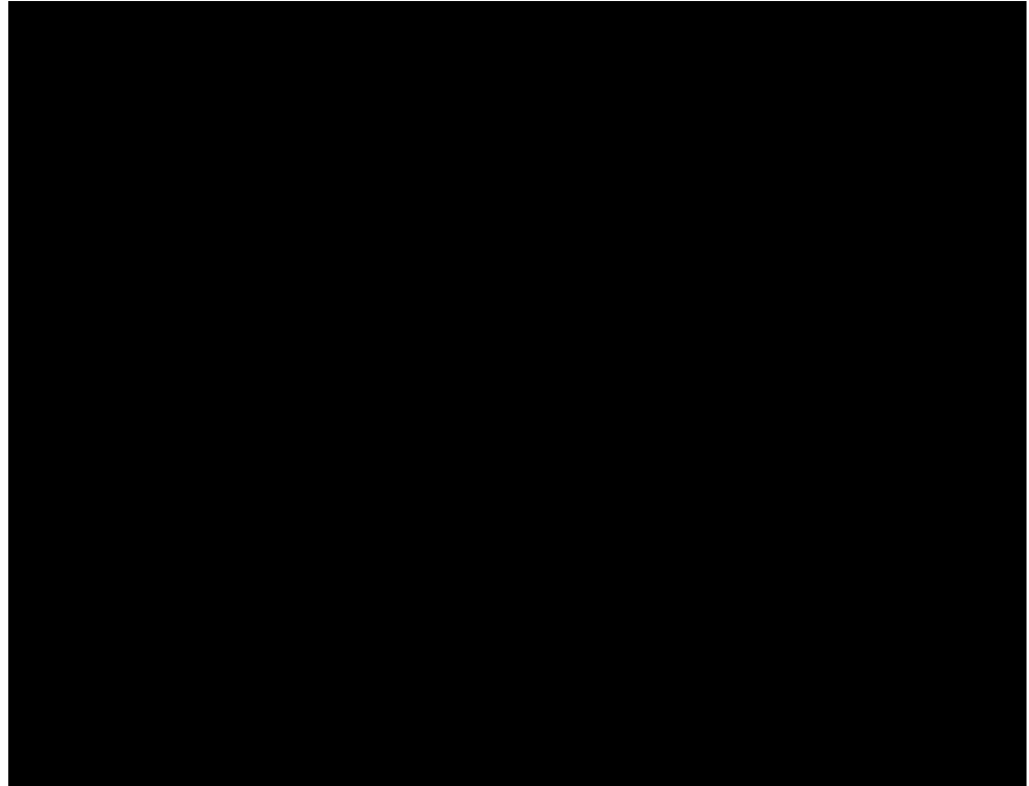
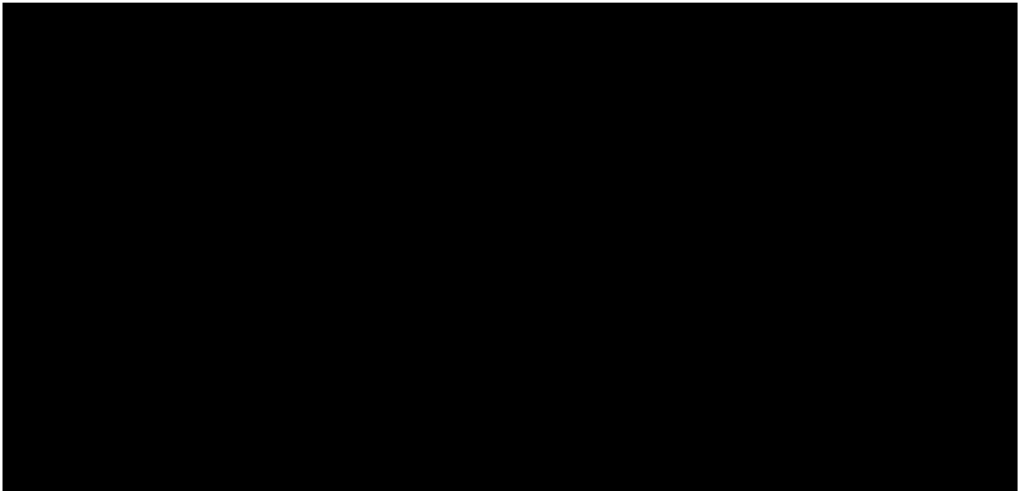
C. Joint-Development. Throughout the duration of this Agreement, the parties may (but are not obligated to) engage in joint development efforts with respect to helmet design. The Supplier agrees that any new design, intellectual property, technology or related product improvements that result from any such joint development efforts shall be the sole and exclusive property of Lincoln. Further, Supplier agrees to execute any documentation that is necessary to vest in Lincoln full title to any such design or related product improvement.—

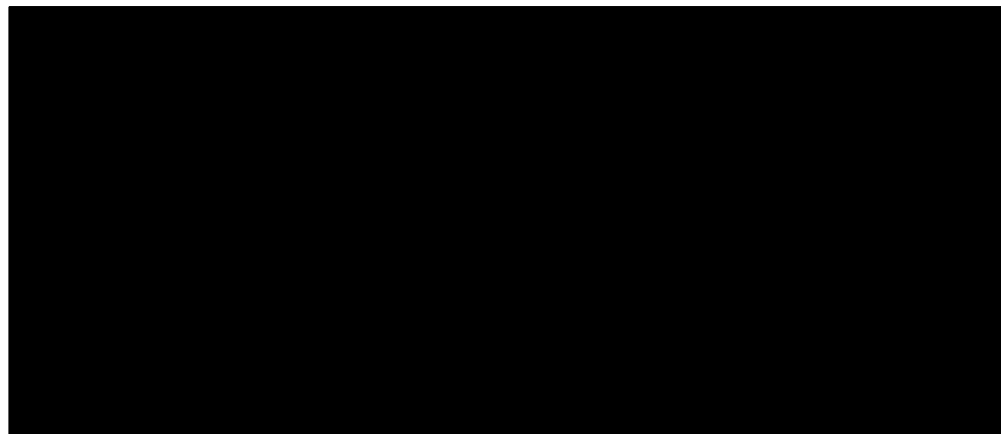
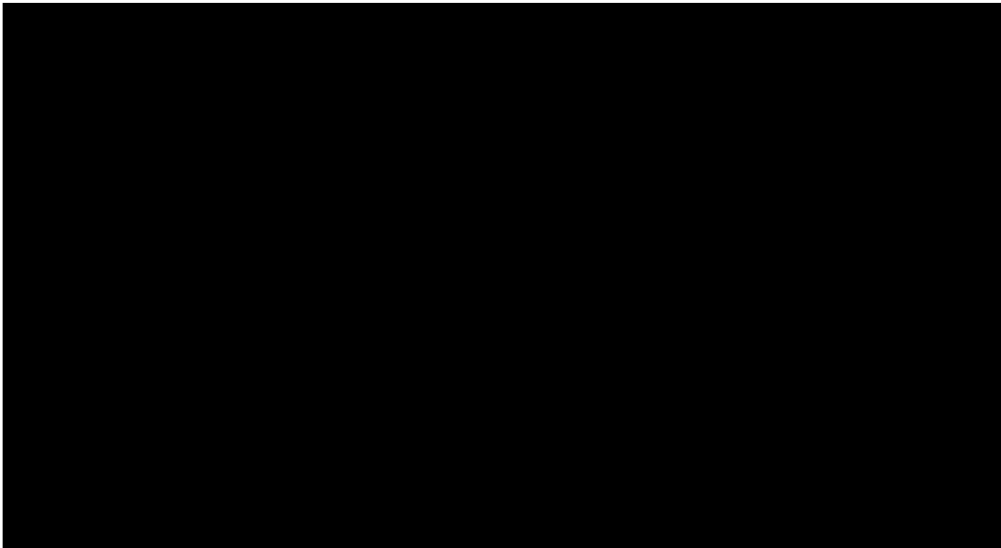
**10. Safety Stock and Design.**



**11. Miscellaneous Provisions.**







**K. Further Assurances.** Each party to this Agreement represents, agrees and warrants that it will perform all other acts and execute and deliver all other documents

that may be necessary or appropriate to carry out the intent and purposes of this Agreement.

L. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

M. Superseding Agreement. This Agreement replaces and supersedes any and all previous agreements between the parties including the previous agreement executed on \_\_\_\_\_.

Executed on the date below.

The Lincoln Electric Company:

By: C.B.

Name: GEORGE BLANKSHIP

Title: PRESIDENT, NA

Date: 3/15/2012

Tecmen Electronics Company Ltd.

By: [Signature]

Name: Zigian Wu

Title: G.M

Date: 3/27/2012

# **EXHIBIT A**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
ASSIGNMENT SERVICES DIVISION**

**Applicant:** LINCOLN GLOBAL INC.

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**Design Patent Application Nos.:**

29/639,562  
29/639,579  
29/639,566  
29/639,668  
29/639,572  
29/639,586

**DECLARATION of JAMY BULAN**

I, Jamy Bulan, hereby declare as follows:

1. The following statements are within my personal knowledge and are true and correct.
2. I am currently employed by The Lincoln Electric Company as Business Manager Environmental Products.
3. I am a co-inventor on the following U.S. design patent applications:
  - U.S. Design Patent Application No. 29/639,562, entitled "Top of Helmet Shell" filed on March 7, 2018;
  - U.S. Design Patent Application No. 29/639,579, entitled "Inner Shell for Helmet" filed on March 7, 2018;
  - U.S. Design Patent Application No. 29/639,566, entitled "Top Shell for Helmet" filed on March 7, 2018;
  - U.S. Design Patent Application No. 29/641,668 , entitled "Shield Holder Frame" filed on March 23, 2018;
  - U.S. Design Patent Application No. 29/639,572, entitled "Cover Lens Frame" filed on March 7, 2018; and
  - U.S. Design Patent Application No. 29/639,586, entitled "Headgear of Helmet" filed on March 7, 2018.
4. The inventors listed on each of these design patent applications are Mircea Rosca, Jamy Bulan, and Ziqian Wu.



5. It is my understanding that co-inventor Ziqian Wu was an employee of Tecmen Electronics Co. Ltd., at the time of the invention of these design patent applications. It is also my understanding that Ziqian Wu co-developed the inventions of these design patent applications in the course of performing his job responsibilities for Tecmen Electronics Co. Ltd.
6. I understand that The Lincoln Electric Company and Tecmen Electronics Co. Ltd. signed a Supply Agreement in 2012. Under that agreement, I understand that Tecmen Electronics Co. Ltd. has an obligation to assign to The Lincoln Electric Company "any new design, intellectual property, technology or related product improvements that result from any ... joint development efforts" between The Lincoln Electric Company and Tecmen Electronics Co. Ltd. A redacted copy of the Supply Agreement is included with this Declaration as Exhibit A.
7. It is my understanding that each of the design patent applications listed above was the result of joint development efforts between The Lincoln Electric Company and Tecmen Electronics Co. Ltd. with respect to the design of welding helmets, consistent with the terms of the Supply Agreement.
8. I understand that on August 17, 2018, co-inventor Ziqian Wu from Tecmen Electronics Co. Ltd. signed declarations supporting the filing of these design patent applications in the United States.
9. I also understand that on August 17, 2018, co-inventor Ziqian Wu from Tecmen Electronics Co. Ltd. was asked to sign an assignment of these design patent applications to The Lincoln Electric Company, consistent with the terms of the Supply Agreement, but he refused to do so.
10. I declare under penalty of perjury under the Laws of the United States of America that the foregoing is true and correct.

Executed on 11/15/, 2018.

Signature: \_\_\_\_\_

Name: Jamy Bulan  
Title: Business Manager Environmental Products  
The Lincoln Electric Company