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Docket No.:
37792/43607

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02-23-2004

To the Honorable Commissioner of Patents and

U.S. Patent & TMO/c/TM Mail Rpt Dt. #74 Attached original documents or copy thereof.

1. Name of conveying party(ies):
Victor Equipment Company

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: February 9, 2004

2. Name and address of receiving party(ies)

Name: ProTip Corporation

Internal Address: 16052 Swingley Ridge Road, Suite 300

Street Address: 16052 Swingley Ridge Road, Suite 300

City: Chesterfield State: MO ZIP: 63017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State of Missouri
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
78/255,627

B. Trademark Registration No.(s)

03-04-2004



102684999

Additional numbers attached? Yes No

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

Name: Thomas A. Polcyn

Internal Address: Thompson Coburn LLP

Street Address: One US Bank Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of application and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823

03/04/2004 LMUELLER 00000005 200823 78255627
01 FC: 8521 40.00 DA

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Thomas A. Polcyn
Name of Person Signing

Signature

2-17-04
Date

TRADEMARK ASSIGNMENT

WHEREAS, Victor Equipment Company, a Delaware corporation with offices at 101 South Hanley Road, St. Louis, Missouri 63105 (“Assignor”), is the owner of the trademark PROTIP and Design for *welding, cutting and heating tips for use with acetylene welding, cutting and heating tools, namely, torches and heat guns; plasma and laser cutting torches and component parts sold as a unit and individually packaged parts, namely, tips, gas diffusers, electrodes, shielding cups; MIG torches and component parts sold as a unit and individually packaged parts, namely, nozzles, contact tips, insulators, liners used in gas shielded arc welding; and TIG torches and component parts sold as a unit and individually packaged parts, namely, shielding cups, gas lenses, collets and collet bodies for use with tungsten inert gas welding*, and U.S. Trademark Application Serial No. 78/255,627 therefor, which was filed with the U.S. Patent and Trademark Office on May 29, 2003 (hereinafter the PROTIP and Design trademark and Application Serial No. 78/255,627 shall be referred to collectively as the “Trademark”);

WHEREAS, ProTip Corporation, a Missouri corporation with offices at 16052 Swingley Ridge Road, Suite 300, Chesterfield, Missouri 63017 (“Assignee”), is desirous of acquiring all of Assignor’s right, title and interest in and to the Trademark, and any registrations issuing therefore;

WHEREAS, Assignee has acquired and is acquiring the portion of Assignor’s business to which the Trademark pertains, which business is ongoing and existing; and

WHEREAS, Assignee is owned, directly or indirectly, by Assignor.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee the entire right, title and interest in and to the Trademark, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Trademark been made. Assignor

