



07-20-1998

RECC

07-31-1998



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To the Honorable Commissioner of Patents

100781523

all document(s) or copy thereof.

1. Name of conveying party(ies) (assignor(s))

Prestolite Power Corporation

7-20-98

- Individual(s)
- General Partnership
- Corporation- Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and Address of Party(ies) receiving an interest (assignee(s))

Name: Thermal Arc, Inc  
Address: 101 South Hanley Road, Suite 300

City: St. Louis  
State: Missouri Zip: 63105  
Country: USA

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: July 7, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,002,670

Additional numbers attached?  Yes  No

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

Michael E. Godar  
Senniger, Powers, Leavitt & Roedel  
One Metropolitan Square  
16th Floor  
St. Louis, Missouri 63102  
(314) 231-5400 (telephone)

6. Total number of applications and registrations involved:  
Application(s) \_\_\_\_\_ + Registration(s): \_\_\_\_\_ = Total \_\_\_\_\_

7. Total Fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 19-1345  
(Duplicate copy of this sheet attached)

- Charge any underpayment or credit any overpayment to above Deposit Account

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

Michael E. Godar  
Name of Person Signing

*Michael E. Godar*  
Signature

7/16/98  
Date

07/20/1998 TTON11 00000228 2002670 Total number of pages including cover sheet, attachments, and document

01 FC:481

40.00 DP



TRADEMARK

REEL: 1761 FRAME: 0749

TRADEMARK ASSIGNMENT  
(United States)

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 26 day of September, 1997 (the "Effective Date"), by and between Prestolite Power Corporation, a Delaware corporation ("Assignor"), and Thermal Arc, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of September 26, 1997, by and among Prestolite Electric Incorporated, Assignor, Thermadyne Holdings Corporation, and Assignee, pursuant to which, among other things, Assignor has agreed to sell, and Assignee has agreed to purchase, the trademark identified on Schedule A attached hereto, and the goodwill of the business associated therewith and all income royalties, damages and payments now or hereafter due or payable and in and to all causes of action, either in law or in equity, for past or present or future infringement base on such trademark (the "Trademark");

NOW, THEREFORE, the parties hereby agree as follows:

1. Ownership of Trademark. As of the date hereof, Assignor owns all right, title and interest in and to the Trademark, free and clear of any liens and encumbrances, and has full right to assign all of its interests therein, and has not executed and will not execute any agreement or other instrument in conflict herewith.

2. Transfer of the Trademark. For good and valuable consideration, the receipt of which is acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and its permitted successors and assigns forever, all of the Assignor's right, title, and interest in and to the Trademark, in the United States, its territories and possessions, to have and to hold the Trademark hereby sold, assigned, transferred, conveyed, and delivered to Assignee, its permitted successors and assigns, for its own use and benefit forever.

3. Further Assurances. Assignor shall, from time to time after the Effective Date, at the request of Assignee, and without further consideration, take all steps necessary to put Assignee, or its permitted successors or assigns, in actual possession and physical control of the Trademark, and shall execute and return such other instruments of conveyance and transfer, consents, bills of sale, assignments, releases, powers of attorney, and assurances and take such action as Assignee may reasonably require to effectively transfer the Trademark as contemplated by this Assignment.

4. Assignments. Assignor will execute all assignments and other instruments required to either effectuate or record the transfers and assignments of the Trademark set forth on Schedule A

attached hereto. Assignee will be responsible for preparing and filing all such instruments.

5. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 8.2 of the Asset Purchase Agreement.

6. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the federal laws of the United States and the laws of the State of Ohio, excluding any choice-of-law provisions thereof.

8. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by their respective duly authorized representatives as of the date first above written.

PRESTOLITE POWER CORPORATION, a Delaware corporation

By: [Signature]

Name: [Name]

Title: [Title]

~~By: \_\_\_\_\_~~

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

THERMAL ARC, INC., a Delaware corporation

By: [Signature]

Name: [Name]

Title: [Title]

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS.

On this 23rd day of July, 1998, there appeared before me Edward Hillman III, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Prestolite Power Corporation.

Edward Hillman III  
Notary Public

EDWARD HILLMAN III, NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES APRIL 21, 2003

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS.

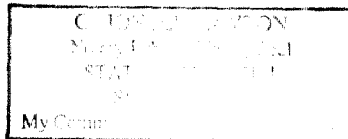
~~On this \_\_\_ day of \_\_\_, 1998, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Prestolite Power Corporation.~~

~~Notary Public~~

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) SS.

On this 7th day of July, 1998, there appeared before me Stephanie Sosechson, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Thermal Arc, Inc.

Connell Peyton  
Notary Public



SCHEDULE A

REGISTERED TRADEMARK

MARK

REGISTERED NUMBER

PORTA-FEED

2,002,670