

05-01-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings =>=> ▼



102435852

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

L-TEC COMPANY
Ebenezer Road
Florence, SC 29501 U.S.A.

4-28-03

- Individual(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership of New York

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

2. Name and address of receiving party(ies)

Name: ESAB AB

Internal Address: _____

Street Address: Herkulesgatan 72, Box 8004, S-402 77

City: Goteborg State: _____ Zip: _____

Country: Sweden

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation Sweden
- 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: Request for correction of (i) entity type of "Conveying Party" from an Ohio Corporation to a New York Limited Partnership and (ii) date of the document from August 12, 1989 to August 21, 1989, in the Trademark Assignment, recorded on March 29, 1991, at Reel 0764, Frame 0909
- Merger
- Change of Name

Execution Date: August 21, 1989

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule

Additional number(s) attached Yes No

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

Name: William E. Kuss, Esq.

Internal Address: Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

Street Address: 535 Smithfield Street

City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and registrations involved:..... 17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-1110

(Attach duplicate copy of this page if paying by deposit account)

04/30/2003 TDIAZ1 00000041 219699

01 FC:6521 40.00 UP
02 FC:6522 400.00 UP

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.

William E. Kuss
Name of Person Signing

W. Kuss
Signature

April 28, 2003
Date

Total number of pages including cover sheet, attachments, and document: 28

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PI-986043 v1 0159941-0447

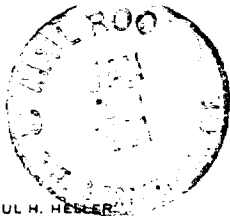
TRADEMARK
REEL: 002722 FRAME: 0741

OFFICE OF PUBLIC RECORDS
28 APR 28 AM 7:12
FRANCE SECTION

Continuation of Item 4.

4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
	Trademark	Registration No.
	BRAZO FLUX	219,699
	CROMALOY	357,058
	EASY GRIND	1,266,154
	HELIARC	416,610
	OXWELD	95,653
	OXWELD	108,613
	OXWELD	321,166
	OXWELD	420,917
	OXWELD	422,459
	OXWELD	424,160
	OXWELD	548,409
	OXWELD	1,233,705
	PREST-O-LITE	167,674
	PREST-O-LITE	357,296
	PUROX	863,137
	FERRO-FLUX	(73/767,208)
		1,724,816
	L-TEC	1,436,248

L.T.T. 422/41 AMAXIA
L.T.T. 428719 AMAXIA
W.U. 12 7799 AMAXIA NYK



GI/II/III DEX 7800 (212) 425-5288
GI/II/III DEX 8700 (212) 425-8101
CABLE: AMAXIA

LAW OFFICES OF
KENYON & KENYON

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NEW YORK, N. Y. 10004
(212) 425-7200

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SCOTT A. WISSER

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DONALD K. DUVALL*
COUNSEL

*RESIDENT, WASHINGTON OFFICE

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DONNA M. PRAISS
THOMAS J. MELORO
WAYNE M. KENNARD
ARTHUR M. PESLAK
MONICA V. FRANKLIN

January 30, 1991

VIA EXPRESS MAIL

Honorable Commissioner of
Patents and Trademarks
Washington, D.C. 20231

Attention: Assignment Division

Re: Recordal of Assignment
From: L-TEC Company
To : ESAB AB

Don't Rep to TM

Dear Sirs:

Enclosed herewith is the original Trademark Assignment whereby the trademark registrations and applications on the attached schedule have been assigned to ESAB AB.

Please arrange to record this Trademark Assignment in order to indicate that the record owner of these registrations and applications is now ESAB AB. A separate Appointment of Domestic Representative is submitted for each Registration/Application.

Also enclosed is our original transmittal letter showing the cash register receipt number stamped in blue for the amount of \$208.00 as payment for the recordal fee. Please charge any deficiency in this payment to our Deposit Account No. 11-0600.

RECEIVED
91 FEB -9 AM 7:15
ASSIGNMENT BRANCH
TRADE-MARK

REEL 0764 FRAME 909

89101251

913143168883

TRADEMARK
REEL: 002722 FRAME: 0743

We look forward to the return of the original Assignment Document when the recording has been effected.

Respectfully submitted,

KENYON & KENYON

By: *Kathleen Donohue*

Kathleen Donohue
Legal Assistant to
Robert D. Fier

TRADE-MARK

MIL U / 64 MAR 21 U

I.T. 4221 AMAXIA
I.T. 4222 AMAXIA
W.U. 12 770 AMAXIA



208-405-D

GI/II/III DEX 7800 (212) 425-5288
GI/II/III DEX 6700 (212) 425-6101
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CLIFFORD M. DAVIDSON	

CHARLES B. SPENCER
OF COUNSEL
DONALD K. DUVALL*
COUNSEL

* RESIDENT, WASHINGTON OFFICE

August 1, 1990

VIA EXPRESS MAIL

Honorable Commissioner of
Patents and Trademarks
Washington, D.C. 20231

Attention: Assignment Division

Re: Recordal of Assignment
From: L-Tec Company
To : ESAB AB

Dear Sirs:

Enclosed herewith is the original Trademark Assignment whereby the trademark registrations and applications on the attached schedule have been assigned to ESAB AB.

Please arrange to record this Trademark Assignment in order to indicate that the record owner of these registrations and applications is now ESAB AB.

Also enclosed herewith is our firm check in the amount of \$208.00 in payment of the recordal fee. Please charge any deficiency in the enclosed payment to our Deposition Account No. 11-0600.

We look forward to the return of the original assignment when recording has been effected.

Respectfully submitted, ^{Refund} Received 208.00
 KENYON & KENYON Cost of Order 200.00
 Refund 8.00

050 TL 08/10/90 219699

0 405 208.00 CK

By Robert D. Fier
Robert D. Fier

RECEIVED
90 AUG 10 AM 8:50
ASSIGNMENT BRANCH
TRADE-MARK

TRADEMARK ASSIGNMENT

WHEREAS, L-TEC COMPANY, an Ohio corporation, having its principal place of business at Ebenezer Road, Florence, South Carolina, 29501 U.S.A. (the "ASSIGNOR"), has adopted and used in its business the following trademarks which are registered in the United States Patent and Trademark Office under the numbers as set forth in Appendix 1 to this Assignment.

WHEREAS, ESAB AB, a Swedish corporation, having its principal place of business at Herkulesgatan 72, Box 8004, S-402 77 Goteborg, Sweden (the "ASSIGNEE"), is desirous of acquiring said marks and said registration and all rights thereto;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR by these presents hereby sells, assigns and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and to the said trademarks and their registrations together with that part of the goodwill of the business connected with the use of, and symbolized by the marks, and together with all claims for damages by reason of past infringements of said trademarks and

TRADE-MARK

REEL U / 64 FRAME 12

trademark registrations, including without limitation the right to sue of and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives.

EXECUTED this 21 day of August, 1989.

L-TEC COMPANY
a New York Corporation

By: J. Keefe
Title: Chairman

[CORP. SEAL]

TRADE-MARK

REEL 0764 FRAME 913

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of August, 1989 before me appeared J. Colin Keith, to me personally know, who, being by me duly sworn, did say that he is the President of L-TEC Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said President acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

SHARON G. SEITZ
Notary Public, State of New York
41-825781
Qualified in Queens County 90
Commission Expires March 30, 1990

TRADE-MARK

REEL U / 614 FRAME 14

U.S. REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
BRAZO FLUX	219,699	Oct. 19, 1926
CROMALOY	357,058	May 24, 1938
DRIBURN	585,328	Feb. 2, 1954
EASY GRIND	1,266,154	Feb. 7, 1984
HELIARC	416,610	Sept. 25, 1945
L-TEC	1,436,248	Apr. 14, 1987
L-TEC	1,432,719	March 18, 1987
MW	203,925	Sept. 29, 1925
OXWELD	95,653	Mar. 3, 1914
OXWELD	108,613	Feb. 15, 1916
OXWELD	112,550	Sept. 12, 1916
OXWELD	112,697	Sept. 19, 1916
OXWELD	321,166	Jan. 22, 1935
OXWELD	420,917	May 7, 1946
OXWELD	422,459	July 23, 1946
OXWELD	424,160	Sept. 24, 1946
OXWELD	548,409	Sept. 18, 1951
OXWELD	1,233,705	Apr. 5, 1983
L-TEC	1,432,719	Mar. 17, 1987
L-TEC	1,436,248	Apr. 14, 1987
PREST-O-LITE	167,674	May 8, 1923
PREST-O-LITE	357,296	May 31, 1938
PUROX	863,137	Jan. 7, 1969
ULTRAPULSE	1,000,073	Dec. 24, 1974
UNIONMELT	356,954	May 17, 1938
UNIONMELT	358,102	June 28, 1938

TRADE-MARK

FILED U / O 4 1987 9 1 3

U.S. COMMON LAW TRADEMARKS

METAL MASTER
TRIMLINE

PENDING U.S. APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>DATE</u>
✓ FERRO-FLUX	767,208	Dec. 5, 1988

RECORDED
PATENT AND TRADEMARK
OFFICE

JAN 30 1991

TRADEMARK
REEL: 002722 FRAME: 0749

AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

AGREEMENT made this 21st day of August, 1989, by L-TEC COMPANY, a New York limited partnership ("Seller"), and ESAB AB, a Swedish corporation ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller and Buyer have hereto entered into an Agreement for the Purchase and Sale of Assets, dated June 15, 1989, as amended by an Amendment of Agreement for the Purchase and Sale of Assets, dated as of July 14, 1989 (hereinafter together called the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides that all the business and goodwill and certain assets of Seller shall be sold, conveyed, granted, assigned, transferred and delivered to Buyer or one of its subsidiaries;

WHEREAS, Buyer has assigned to its wholly-owned subsidiary, ESAB Welding Products, Inc., a Delaware corporation ("ESAB Welding Products"), the right to purchase and assume all of the Purchased Property (as defined in the Purchase Agreement), except that Buyer has retained the right to purchase all Intellectual Property (as defined below);

WHEREAS, consistent with Buyer's past business policies and practices of retaining and managing all

technology and intellectual property of the ESAB Group, Buyer desires that Seller assign the Intellectual Property to Buyer.

NOW THEREFORE, for good and valuable consideration by Buyer to Seller in hand paid, the receipt of which is hereby acknowledged:

FIRST: Seller hereby assigns to Buyer all patents (including design and utility patents, certificates of invention and similar rights), all reissues, renewals and extensions thereof, trademarks, service marks, tradenames, brands, copyrights, industrial designs, applications for any of the foregoing, process applications and technologies, know-how, trade secrets, formulae, research and development data, new products research data and rights with respect to any of the foregoing which Seller owns or possesses the rights to use including, without limitation, those set forth in Exhibit M of the Purchase Agreement (the "Intellectual Property").

SECOND: This Agreement is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith.

THIRD: Seller for itself, its subsidiaries for their successors and assigns, covenants with Buyer, its respective successors and assigns, that to the extent, but

only to the extent, required by Section 2(c) of the Purchase Agreement, Seller will do, execute, and deliver, or will cause to be done, executed and delivered, all acts, transfers, assignments, deeds of conveyance, powers of attorney and assurances for the better assuring, conveying and confirming unto Buyer, its successors and assigns, all and singularly, the property hereby sold, conveyed, transferred and assigned as Buyer or its respective successors and assigns shall reasonably require including the execution of separate assignments of the Intellectual Property in the form required for filing in each applicable jurisdiction.

FOURTH: To the extent, but only to the extent, required by Section 2(c) of the Purchase Agreement, Seller hereby constitutes and appoints Buyer, its respective successors and assigns, the true and lawful attorney of Seller, with full power of substitution, and Buyer and its respective successors or assigns may, for its own use and benefit, at its own expense use the name of Seller to demand and receive from time to time any and all property hereby sold, transferred, conveyed and assigned or intended so to be, to give receipts and releases for and in respect of the same and any part hereof and from time to time to institute, prosecute, defend or compromise any and all proceedings at law, in equity or otherwise which

Buyer or its respective successors or assigns may deem necessary or proper in order to collect, assert, enforce or defend any claim, right, title or interest of any kind in and to the property hereby sold, transferred, conveyed and assigned and to do all such acts in relation thereto as Buyer or its respective successors and assigns shall deem desirable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

ATTEST:

Mark Smith

L-TEC COMPANY

By: Integrated Welding, Inc.
General Partner

By: [Signature]
Title:

ATTEST:

Patricia Kaven-Meredith

ESAB AB

By:

[Signature]
Title:
General Counsel

SCHEDULE

Trademark	Registration No.
BRAZO FLUX	219,699
CROMALOY	357,058
EASY GRIND ✓	1,266,154
HELIARC	416,610
OXWELD ✓	95,653
OXWELD	108,613
OXWELD	321,166
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PUROX	863,137
FERRO-FLUX	(73/767,208) 1,724,816
L-TEC	1,436,248

1677V

Exhibit M - Intellectual Property

TRADEMARKS, TRADENAMES AND SERVICE MARKSU. S. REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
BRAZO FLUX	219,699	OCT. 19, 1926
CROMALOY	357,058	MAY 24, 1938
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HELIARC	416,610	SEPT. 25, 1945
L-TEC	1,436,248	APR. 14, 1987
L-TEC	1,432,719	MARCH 18, 1987
MW	203,925	SEPT. 29, 1925
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L-TEC	1,432,719	MAR. 17, 1987
L-TEC	1,436,248	APR. 14, 1987
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Sex

U. S. REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
ULTRAPULSE	1,000,073	DEC. 24, 1974
UNIONMELT	356,954	MAY 17, 1938
UNIONMELT	358,102	JUNE 28, 1938

U. S. COMMON LAW TRADEMARKS

METAL MASTER
TRIMLINE

PENDING U.S. APPLICATIONS

<u>TRADEMARK</u>	<u>SERIAL NUMBER</u>	<u>DATE</u>
FERRO-FLUX	767,208	DEC. 5, 1988

Jek