## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM326256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
REALWELD SYSTEMS, INC.		11/12/2014	CORPORATION: OHIO

### **RECEIVING PARTY DATA**

Name:	LINCOLN GLOBAL, INC.	
Street Address:	22800 SAINT CLAIR AVENUE	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44117	
Entity Type:	CORPORATION: DELAWARE	

#### **PROPERTY NUMBERS Total: 3**

Property Type Number V		Word Mark
Registration Number:	4409871	R
Registration Number: 4409872 REALWELD SYSTEMS, INC.		REALWELD SYSTEMS, INC.
Registration Number:	4409873	REALWELD TRAINER

#### **CORRESPONDENCE DATA**

Fax Number: 3308647986

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.

Phone: 330-864-5550

Email: TRADEMARKS@HAHNLAW.COM **Correspondent Name:** HAHN LOESER & PARKS LLP Address Line 1: ONE GOJO PLAZA, SUITE 300 Address Line 4: AKRON, OHIO 44311-1076

ATTORNEY DOCKET NUMBER:	201990
NAME OF SUBMITTER:	SHANNON V. MCCUE
SIGNATURE:	/SHANNON V. MCCUE/
DATE SIGNED:	12/16/2014

#### **Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into

as of November 12, 2014, by and between RealWeld Systems, Inc., an Ohio corporation with

an address at 1250 Arthur E. Adams Drive, Columbus, Ohio 43221 ("Assignor"), and Lincoln

Global, Inc., a Delaware corporation with an address at 22800 Saint Clair Avenue, Cleveland,

Ohio 44117 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement,

dated as of November 12, 2014 (the "Asset Purchase Agreement"), among each of The Lincoln

Electric Company, an Ohio corporation ("LEC") and Assignee (together with LEC, each a

"Buyer" and together the "Buyers") on the one hand, and each of Assignor and Edison Welding

Institute, Inc., an Ohio non-profit corporation ("EWI" and, together with Assignor each a

"Seller" and together the "Sellers") on the other hand, which provides, among other things, that

LEC is purchasing certain of the assets of Assignor;

WHEREAS, Assignor is engaged in the Business (as defined in the Asset Purchase

Agreement);

WHEREAS, Assignor licenses from EWI certain intellectual property used in the

Business;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and

interests in certain of the Assignor's intellectual property, and Assignee desires to accept the

assignment of such intellectual property from Assignor, subject to the terms and conditions of

the Asset Purchase Agreement and this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of

which is hereby acknowledged, Assignor hereby irrevocably sells, transfers, relinquishes and

assigns to Assignee, its successors, assigns or other legal representatives, all worldwide right,

title and interest in and to (i) all Trademarks (as such term is defined in the Asset Purchase

Agreement) that are owned by Assignor and are used in, necessary to or useful to the operation

of the Business (as such term is defined in the Asset Purchase Agreement); (ii) all registrations

and applications for registration of the Trademarks used in, necessary to or useful to the

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operation of the Business; (iii) all income, royalties, damages and payments now or hereafter due

or payable with respect to the Trademarks used in, necessary to or useful to the operation of the

Business; (iv) all rights of action arising from the Trademarks worldwide, including all claims

for damages by reason of past, present and future infringement of the Trademarks and the right

to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own

use and benefit and for its successors and assigns as the same would have been held by Assignor

had this assignment not been made; and (iv) the goodwill of the Business symbolized by the

Trademarks; in each case, including, but not limited to, the registrations and applications

identified on Schedule A attached hereto.

Assignor covenants and agrees that it will, at any time upon written request by Assignee,

do everything reasonable to aid Assignee, its successors, assigns or other legal representatives to

document, effectuate or protect the ownership rights assigned herein, all without further

consideration, but at the expense of Assignee, its successors, assigns or other legal

representatives.

In the event of any conflict between the terms of this Agreement and the Asset Purchase

Agreement, the terms of the Asset Purchase Agreement shall prevail.

[Signature page follows]

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In witness whereof, Assign	or has executed this Trademark Assignment Agreement as of
this $12$ day of $NOV$ , 20	14.
	REALWELD SYSTEMS, INC. (ASSIGNOR)
	By: Pasidot
State of $OH$	
State of OH ) County of FRANKIN )	ss: 129-46-2853
Subscribed to and sworn before me	on this/2 day of November 1974 LORETTA L. ENGLISH
Porette L. English	FOR THE STATE OF OHIO ONLY Commission Expire
Notary Public  My commission expires: May /	3, 2017
	LINCOLN GLOBAL, INC. (ASSIGNEE)
	By: Title:
State of)	
County of )	ss:
Subscribed to and sworn before me	on this day of 2014.
Notary Public	
My commission expires:	
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In witness whereof, Assi	gnor has executed this Trademark Assignment Agreement as of
this 12 day of November, 20	14.
	REALWELD SYSTEMS, INC. (ASSIGNOR)
	By:Title:
State of)	
County of )	ss:
Subscribed to and sworn before r	ne on this day of November 2014.
Notary Public	_
My commission expires:	
	LINCOLN GLOBAL, INC. (ASSIGNEE)
	By: TREASURER
State of <u>OHIO</u>	/
State of <u>OHIO</u> )  County of <u>Cuya Ho</u> GA )	ss:
	ne on this 11 day of November 2014.
Patricia Cerjan Notary Public	<u>u</u>
My commission expires: <u>3-17</u>	
	; 

PATRICIA A. BENJAMIN Notary Public, State of Ohio Recorded in Geauga County Commission Expires March 17, 2018

# **SCHEDULE A**

#	Jurisdiction	Mark	Reg./App. No.	Filing Date	Status	Owner
01	US		4,409,871	09/06/2012	Registered	RWS
02	US	REALWELD SYSTEMS, INC.	4,409,872	09/06/2012	Registered	RWS
03	US	REALWELD TRAINER	4,409,873	09/06/2012	Registered	RWS

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RECORDED: 12/16/2014 REEL: 005420 FRAME: 0131