

04-26-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102729148

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

1. Name of conveying party(ies): Clore Automotive, LLC 4.12.04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Limited Liability Company Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Lincoln Electric Holdings, Inc.
Internal Address:
Street Address: 22801 St. Clair Avenue
City: Cleveland State: OH Zip: 44117-1199
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Ohio
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 Merger
Security Agreement Change of Name
Other
Execution Date: 10/30/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See Schedule to Trademark Assignment
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert V. Vickers
Internal Address:
FAY, SHARPE, FAGAN, MINNICH & MCKEE, LLP.
Street Address: 1100 Superior Avenue
7th Floor
City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41).....\$ 240.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 06-0308

DO NOT USE THIS SPACE

9. Signature.
Robert V. Vickers
Name of Person Signing
Signature
Date 04/09/2004

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



04-12-2004

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02 FC:8522

### Schedule to Trademark Assignment

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Goods	Next Action
AUTO ON OFF & Design	US	75/042,937	1/16/96	2,043,154	3/11/97	Registered	Battery Chargers	Renewal Due 3/11/07
CENTURY	US	75/405,036	12/15/97	2,280,640	9/28/99	Registered	IC 7: automotive antifreeze recycling units; refrigerant recycling units for use in vehicles, domestic appliances, commercial appliances, industrial appliances, domestic cooling systems, commercial cooling systems, and industrial cooling systems.  IC 9: Battery chargers, portable electrical power supplies; plasma cutters; electrical arc welders; welders' equipment, namely, helmets, safety goggles and flash face shields.	Affidavit of Use Due 9/28/05
CENTURY and Design	US	73/068,254	11/7/75	1,077,741	11/22/77	Registered	Battery chargers primarily for auto use.	Renewal Due 11/22/07
CENTURY	Denmark	94482	3/1/82	118,983	4/22/83	Registered	Storage batteries for cars and for electric welding machines.	Renewal Due 4/22/19

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Goods	Next Action
MARQUETTE	US	72/313,859	12/9/68	882,422	12/16/69	Registered	IC 9: Battery Chargers and boosters  IC 6 & 9: Electrical welders and parts thereof, gas welding and cutting equipment - namely, torch handles and tips, cutting attachments with cutting tips, hose, and gas regulators, and welding rods.	Renewal Due 12/16/09
PRO-ARC	US	73/155,990	1/20/78	1,111,633	1/23/79	Registered	Electric welding machines.	Renewal Due 1/23/09
Design only (Q with Arrow	US	72/279,017	8/25/67	0,860,443	11/19/68	Registered	Battery chargers and boosters; frame straighteners for automotive vehicles; tune-up equipment - namely, equipment for testing and indicating the condition of internal combustion engines in connection with the adjusting and tuning thereof; electrical welders and parts thereof, gas welding and cutting equipment - namely, torch handles and tips, cutting attachments with cutting tips, hose and gas regulators, and welding rods	Renewal Due 11/19/08

## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT ("ASSIGNMENT")** is made and entered into as of this 30th day of October, 2003, by and between Clore Automotive, LLC, a Delaware limited liability company ("Assignor"), and Lincoln Electric Holdings, Inc., an Ohio corporation ("Assignee").

**WHEREAS**, Assignor owns, has adopted and currently uses the marks identified on Schedule A attached hereto (the "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the goodwill of the business associated with said Marks, and is the owner of all worldwide right, title and interest in and to the registrations for the Marks set forth in the attached Schedule (collectively the "Trademark Assets"); and

**WHEREAS**, Assignor and Assignee are parties to a certain Asset Purchase Agreement made and entered into as of October 16, 2003, which provides for, among other things, the assignment of rights in the Trademark Assets from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in and to the Trademark Assets, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

Assignor agrees to execute or procure any further necessary assurance of title to the Trademark Assets; and at any time, upon the request and at the expense of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademark Assets in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

CLORE AUTOMOTIVE LLC

By: James G. Chasm  
Name: James G. Chasm  
Title: President  
Dated: OCTOBER 30, 2003

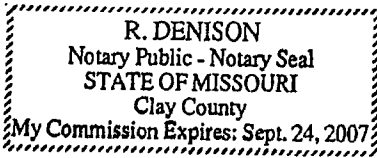
STATE OF MISSOURI               )  
  )  
COUNTY OF Jackson               )     SS:

On this 30th day of October, 2003, before me appeared James G. Chasm, to me personally known, who, being duly sworn, did say that he is the President of Clore Automotive LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said company, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

R. Denison  
\_\_\_\_\_  
Notary Public

My commission expires: 9.24.07



LINCOLN ELECTRIC HOLDINGS, INC.

By: Gabriel Bruno  
Title: Director, Finance and IT  
Dated: October 30, 2003

STATE OF MISSOURI )  
COUNTY OF Jackson ) SS:

On this 30<sup>th</sup> day of October, 2003, before me appeared M Gabriel Bruno, to me personally known, who, being duly sworn, did say that he is the Director, Finance and IT of Lincoln Electric Holdings, Inc., an Ohio corporation, and that said instrument was signed on behalf of said company, by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

R. Denison  
Notary Public

My commission expires: 9-24-07

R. DENISON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: Sept. 24, 2007