

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM507006

|   |                              |  |                          |
|---|------------------------------|--|--------------------------|
| <b>SUBMISSION TYPE:</b>   |                              | NEW ASSIGNMENT                                     |                          |
| <b>NATURE OF CONVEYANCE:</b>  |                              | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                          |
| <b>CONVEYING PARTY DATA</b>   |                              |  |                          |
| <b>Name</b>   | <b>Formerly</b>              | <b>Execution Date</b>                              | <b>Entity Type</b>       |
| Worthington Torch, LLC  |                              | 12/31/2018   | LLC<br>Corporation: OHIO |
| <b>RECEIVING PARTY DATA</b>   |                              |  |                          |
| <b>Name:</b>  | J.W. Harris Co., Inc.        |  |                          |
| <b>Street Address:</b>  | 4501 Quality Place           |  |                          |
| <b>City:</b>  | Mason                        |  |                          |
| <b>State/Country:</b>   | OHIO                         |  |                          |
| <b>Postal Code:</b>   | 45040                        |  |                          |
| <b>Entity Type:</b>   | Corporation: OHIO            |  |                          |
| <b>PROPERTY NUMBERS Total: 1</b>  |                              |  |                          |
| <b>Property Type</b>  | <b>Number</b>                | <b>Word Mark</b>                                   |                          |
| Registration Number:  | 1908118                      | TARAMET STERLING                                   |                          |
| <b>CORRESPONDENCE DATA</b>  |                              |  |                          |
| <b>Fax Number:</b>  |                              |  |                          |
| <i>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.</i> |                              |  |                          |
| <b>Phone:</b>   | 2163835054                   |  |                          |
| <b>Email:</b>   | ip@lincolnelectric.com       |  |                          |
| <b>Correspondent Name:</b>  | The Lincoln Electric Company |  |                          |
| <b>Address Line 1:</b>  | 22801 Saint Clair Ave.       |  |                          |
| <b>Address Line 2:</b>  | IP Legal Department          |  |                          |
| <b>Address Line 4:</b>  | Cleveland, OHIO 44117        |  |                          |
| <b>ATTORNEY DOCKET NUMBER:</b>  | TM 2019-001-US-NF            |  |                          |
| <b>NAME OF SUBMITTER:</b>   | Desiree B. Cunin             |  |                          |
| <b>SIGNATURE:</b>   | /desiree cunin/              |  |                          |
| <b>DATE SIGNED:</b>   | 01/23/2019                   |  |                          |
| <b>Total Attachments: 6</b>   |                              |  |                          |
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is entered into as of this 31st day of December, 2018 (this "Assignment"), by and between Worthington Cylinder Corporation, an Ohio corporation ("Cylinder") and Worthington Torch, LLC, an Ohio limited liability company ("Torch" and together with Cylinder, collectively, "Assignors"), and J.W. Harris Co., Inc., an Ohio corporation ("Assignee").

### RECITALS:

**WHEREAS**, Assignors and Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"). Capitalized terms used herein and not expressly defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

**WHEREAS**, the Purchase Agreement provides, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignors to Assignee of all of Assignors' right, title and interest in the Purchased Assets, including the Company Intellectual Property; and

**WHEREAS**, Assignors desire to assign to Assignee, and Assignee desires to accept from Assignors, all of Assignors' right, title and interest in and to the Company Intellectual Property, together with the goodwill symbolized by the trademarks and service marks included therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. **Intellectual Property Assignment**. Effective as of the Closing, Assignors hereby sell, assign, convey, grant and transfer unto Assignee the following:

(a) Assignors' entire right, title and interest in and to the Company Intellectual Property, including, without limitation, (i) the patents, patent applications, trademarks, service marks, trademark applications, service mark applications, copyrights, copyright applications, trade names and domain names set forth on Exhibit A attached hereto and (ii) the goodwill of the Business carried on in connection with the trademarks and service marks set forth on Exhibit A attached hereto;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignors have or might have by reason of any infringement of any Company Intellectual Property, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name;

(c) All of Assignors' right, title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Company Intellectual Property, including, without limitation, the right to

recover for past, present or future infringements by others of the Company Intellectual Property; and

(d) All rights corresponding to the Company Intellectual Property throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. **Further Assurance.** Assignors agree that they shall do, execute, acknowledge and deliver, all acts, agreements, documents, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby. Assignors will at any time upon request and without further consideration, make all rightful oaths, and do all lawful acts required for procuring and enforcing the Company Intellectual Property.

3. **Enforceability.** If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. **Amendment.** This Assignment may be amended or supplemented only by an instrument in writing signed by Assignors and Assignee.

5. **No Third-Party Beneficiaries.** Nothing in this Assignment shall confer any rights upon any Person other than Assignors and Assignee and each such party's respective successors and permitted assigns.

6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

7. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision thereof that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

9. **Purchase Agreement Governs.** Notwithstanding anything contained in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. The rights and obligations of the parties to the Purchase Agreement set forth in the representations, warranties, covenants,


indemnities, agreements and other terms and provisions of the Purchase Agreement shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

[Signature page follows.]


IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment of Intellectual Property to be executed as of the date first written above.

ASSIGNORS:

WORTHINGTON CYLINDER CORPORATION

By:   
Name: Dale T. Brinkman  
Title: Vice President – Secretary

WORTHINGTON TORCH, LLC

By:   
Name: Dale T. Brinkman  
Title: Vice President – Secretary

ASSIGNEE:

J.W. HARRIS CO., INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment of Intellectual Property to be executed as of the date first written above.

**ASSIGNORS:**

WORTHINGTON CYLINDER CORPORATION

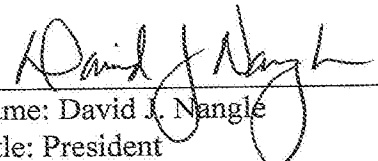
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WORTHINGTON TORCH, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

J.W. HARRIS CO., INC.

By:  \_\_\_\_\_  
Name: David J. Nangle  
Title: President

**EXHIBIT A**

Patents:

| <b>Title</b>       | <b>Country</b> | <b>Patent Number</b> |
|--------------------|----------------|----------------------|
| Non-Leaded Solders | U.S.           | 5102748              |

Trademarks:

| <b>Mark</b>      | <b>Country</b> | <b>Registration Number</b> |
|------------------|----------------|----------------------------|
| TARAMET STERLING | U.S.           | 1908118                    |