

RE

12-10-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101217488

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To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

Statpower Technologies Corporation

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: September 30, 1999

2. Name and address of receiving party(ies):

Name: Statpower Technologies Partnerships

Address: 7725 Lougheed Highway

City: Burnaby, British Columbia State/Prov.:

Country: CANADA ZIP: V5A 4V8

Additional name(s) & address(es)

☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

Des. 401,216

Des. 413,567

Additional numbers

☐ Yes ☒ No

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

Name: Billy A. Robbins, Esq.

Registration No. 18,313

Address: FULBRIGHT & JAWORSKI L.L.P.

865 South Figueroa Street

29th Floor

City: Los Angeles State/Prov.: CA

Country: United States ZIP: 90017-2576

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41):.....\$ 80.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0337

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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.

Billy A. Robbins, Esq.

Name of Person Signing

Signature

December 2, 1999

Date

Total number of pages including cover sheet, attachments, and

10

ASSIGNMENT

BETWEEN:

STATPOWER TECHNOLOGIES CORPORATION, a Canadian company with a registered office and carrying on business at 7725 Lougheed Highway, Burnaby, British Columbia, Canada, V5A 4V8

(the "Assignor")

AND:

STATPOWER TECHNOLOGIES PARTNERSHIP, a partnership carrying on business at 7725 Lougheed Highway, Burnaby, British Columbia, Canada, V5A 4V8

(the "Assignee")

WHEREAS:

- A. The Assignor is the owner of designs (the "Designs"), which are the subject of the pending applications for design patents or for industrial design registrations (the "Applications") and the design patents or industrial design registrations (the "Registered Designs") listed in Schedule A to this Agreement. The Assignor is the registered proprietor of the Applications and the Registered Designs.
- B. The Designs also include unregistered designs which are not the subject of Applications or Registered Designs, and further include trade secrets, know-how and other confidential information relating to the unregistered designs, to the Applications and to the Registered Designs.
- C. The Assignor is the managing partner of the Assignee.
- D. The Assignee desires to acquire all of the assets of the Assignor, including all of the Assignor's global intellectual property rights, and in particular all of the Assignor's rights in and to the Designs.
- E. The parties have agreed that the Designs shall be the absolute property of the Assignee, to be held and enjoyed by the Assignee as fully and exclusively as they would have been held and enjoyed by the Assignor had this Assignment not been made.
- F. The Assignor is a corporation originally incorporated in British Columbia and continued under the federal laws of Canada, as evidenced by the continuance document attached as Exhibit A to this Agreement.

Assignment (Designs), Page 1

*I certify that this
is a true copy
of the original.*

PATENT

REEL: 010425 FRAME: 0194

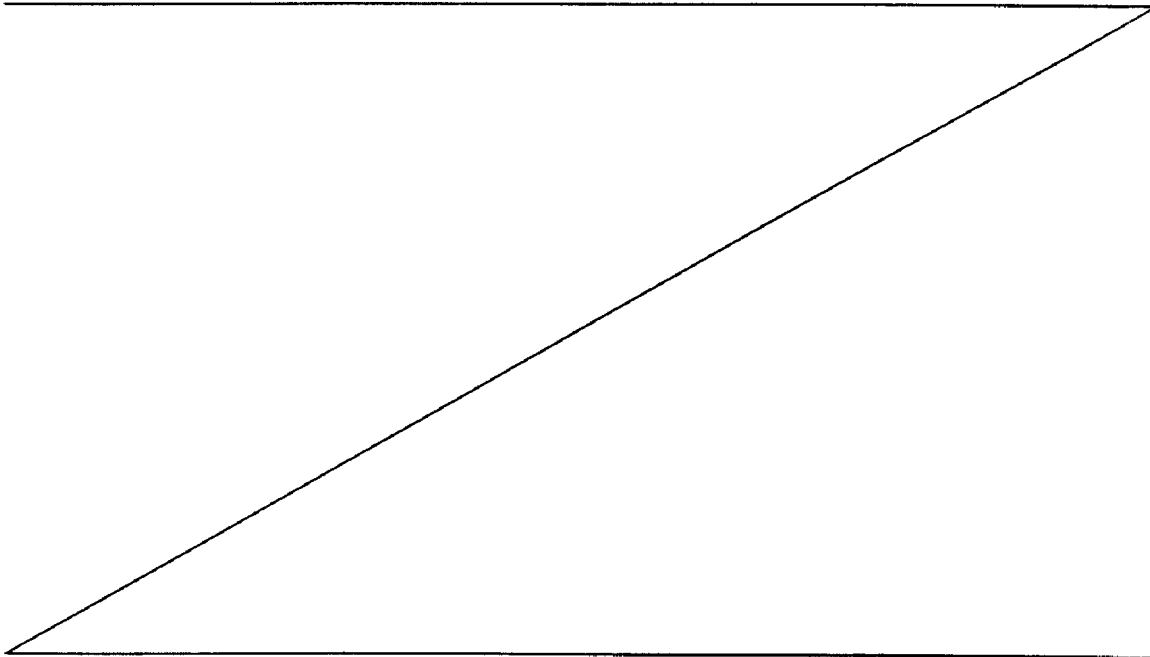
IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE ASSIGNOR AND THE ASSIGNEE, THE PARTIES AGREE AS FOLLOWS:

1. The Assignee shall pay to the Assignor one dollar (Cdn \$1), receipt of which is hereby acknowledged by the Assignor.
2. The Assignor hereby sells, assigns and transfers absolutely to the Assignee and Assignee's successors and assigns, all the right, title, interest, property, claim and demand whatsoever both at law and in equity, in and to the Designs and all future improvements thereon, in and to the Registered Designs and the Applications and all priority rights therewith including all priority rights under all international conventions including the *Paris Convention for the Protection of Industrial Property*, and in and to any design patents or registrations which may hereafter be granted on the same, in the United States of America and all countries and jurisdictions throughout the world, to the full end and term of any design patents or registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.
3. The Assignor shall, without charge to the Assignee but at Assignee's expense:
 - (a) cooperate with the Assignee in the prosecution of the Applications and any other applications in any country or jurisdiction for design patents or registrations on the Designs and/or any future improvements thereon;
 - (b) execute and do all such instruments or things as may be required by the Assignee to enable the Assignee to enjoy the full benefit of the rights confirmed and assigned by this Agreement, and without limiting the generality of the foregoing, the Assignor shall:
 - (i) execute, verify, acknowledge and deliver all such further papers, including applications for design patents or registrations and for any divisions, renewals, continuations in whole or in part, national phase applications, reexaminations or reissues thereof, and instruments of assignment and transfer thereof, as Assignee may request, to obtain or maintain design patents or registrations for the Designs and any improvements thereon in any and all countries and jurisdictions, and to vest title thereto in the Assignee or Assignee's successors and assigns; and
 - (ii) provide such information and perform such other acts as Assignee may request in order to obtain or maintain and enforce design

Assignment (Designs), Page 2

patents or registrations for the Designs and any improvements thereon in any and all countries and jurisdictions, and to vest title thereto in the Assignee or Assignee's successors and assigns.

4. The Assignor shall not publish or disclose any particulars of the Designs to any person without the prior written consent of the Assignee, unless such particulars have otherwise been made available to the public.
5. The Assignee hereby appoints, in relation to each particular one of the Applications and Registered Designs, as Assignee's agents to which any notice in respect of the particular Application or Registered Design may be sent and upon which service of any proceedings in respect of the particular Application or Registered Design may be given or served with the same effect as if they had been given to or served upon the Assignee, any and all persons or firms presently appointed as the Assignor's agents in relation to the particular Application or Registered Design.



6. This Agreement shall be governed by the laws of British Columbia, Canada.

The parties have executed this Agreement before witnesses.

Signed on behalf of **STATPOWER TECHNOLOGIES CORPORATION** at Burnaby, British Columbia, Canada, this 30 day of September, 1999, in the presence of:

Name of Witness
ANDREW J. MCLEOD
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
Address of Witness
(604) 671-3375

Occupation of Witness

B. Tichelman
Authorized Signatory: B. TICHELMAN
on behalf of
STATPOWER TECHNOLOGIES CORPORATION

On this the 30TH day of SEPTEMBER, 1999, before me personally appeared BART TICHELMAN, who is personally known to me and who acknowledged that he is the PRESIDENT, CEO of Statpower Technologies Corporation, a corporation, that his signature affixed to the foregoing instrument was so affixed by the authority of the Board of Directors of the corporation, and that, by like authority, he executed the instrument for the purposes stated in it by signing the name of the corporation by himself as PRESIDENT, CEO. In witness thereof, I hereunto set my hand and the seal of my office.

A. J. McLeod
BARRISTER & SOLICITOR, Notary Public
in and for the Province of British Columbia

THE ASSIGNEE HEREBY ACCEPTS THE FOREGOING ASSIGNMENT:

Signed on behalf of **STATPOWER TECHNOLOGIES PARTNERSHIP** at Burnaby, British Columbia, Canada, this 30 day of September, 1999, in the presence of:

Name of Witness ANDREW J. MCLEOD
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-3375

Address of Witness

Occupation of Witness


B. Tichelman
Authorized Signatory: B. TICHELMAN
on behalf of
**STATPOWER TECHNOLOGIES
PARTNERSHIP,**
by its managing partner,
**STATPOWER TECHNOLOGIES
CORPORATION**

On this the 30TH day of SEPTEMBER, 1999, before me personally appeared BART TICHELMAN, who is personally known to me and who acknowledged that he is the PRESIDENT, CEO of Statpower Technologies Corporation, a corporation, that the said corporation is the managing partner of Statpower Technologies Partnership, that his signature affixed to the foregoing instrument was so affixed by the authority of the Board of Directors of the corporation acting in its capacity as managing partner of the said partnership, and that, by like authority, he executed the instrument for the purposes stated in it by signing the name of partnership by the corporation as its managing partner by himself as PRESIDENT, CEO. In witness thereof, I hereunto set my hand and the seal of my office.

A.J. McLeod
BARRISTER & SOLICITOR, Notary Public
in and for the Province of British Columbia

SCHEDULE A

The Applications and the Registered Designs as of August 25, 1999:

Country or jurisdiction	Application serial number	Serial number of Registered Design (if applicable) 	Filing Date	Title
US	29/075,447	Des. 413,567	August 19, 1997	DC to AC Power Inverter
CA	1997-2138	83,891	August 15, 1997	DC to AC Power Inverter
DE	M 98 01 502.8	M9801502.8	February 11, 1998	DC to AC Power Inverter
GB	2072448	2072448	February 11, 1998	DC to AC Power Inverter
FR	98 0938	508,304 to 508,311	February 16, 1998	DC to AC Power Inverter
US	29/107,408		July 2, 1999	Portable Power Supply
CA	1999-1569		June 30, 1999	Portable Power Supply
US	29/070,125	D401,216	April 30, 1997	Power Converter
CA	1997-0798	84164	April 1, 1997	Power Converter

**Certificate
of Continuance****Canada Business
Corporations Act****Certificat
de prorogation****Loi canadienne sur
les sociétés par actions****STATPOWER TECHNOLOGIES
CORPORATION****361862-5**_____
Name of corporation-Dénomination de la société_____
Corporation number-Numéro de la société

I hereby certify that the above-named
corporation was continued under section 187
of the *Canada Business Corporations Act*, as
set out in the attached articles of continuance.

Je certifie que la société susmentionnée a
été prorogée en vertu de l'article 187 de la
*Loi canadienne sur les sociétés par
actions*, tel qu'il est indiqué dans les
clauses de prorogation ci-jointes.

Director - Directeur

May 14, 1999 / le 14 mai 1999

Date of Continuance - Date de la prorogation

Certified to be a true copy of
the original

Canada

CANADA BUSINESS
CORPORATIONS ACT
FORM 11
ARTICLES OF CONTINUANCE
(SECTION 187)

LOI CANADIENNE SUR LES
SOCIÉTÉS PAR ACTIONS
FORMULE 11
CLAUSES DE PROROGATION
(ARTICLE 187)

-
- | | | |
|----|------------------------------------|----------------------------|
| 1. | Name of corporation | Dénomination de la société |
| | STATPOWER TECHNOLOGIES CORPORATION | |
-
- | | | |
|----|--|---|
| 2. | The place in Canada where the registered office is to be situated | Lieu au Canada où doit être situé le siège social |
| | Greater Vancouver Regional District, in the Province of British Columbia | |
-
- | | | |
|----|---|--|
| 3. | The classes and any maximum number of shares that the corporation is authorized to issue | Catégories et tout nombre maximal d'actions que la société est autorisée à émettre |
| | The authorized capital of the Corporation shall be 50,000,000 Common Shares and 666,668 Class A Preference Shares. The rights, privileges, restrictions and conditions attaching to such shares are set out in the attached Schedule A. | |
-
- | | | |
|----|---|--|
| 4. | Restrictions, if any, on share transfers | Restrictions sur le transfert des actions, s'il y a lieu |
| | No share or shares in the capital of the Corporation shall be transferred without the consent of either (a) a majority of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by an instrument or instruments in writing signed by a majority of the directors, or (b) the holder of at least 51% of the outstanding Common Shares of the Corporation expressed by a resolution passed at a meeting of such shareholders or by an instrument or instruments in writing signed by the holders of at least 51% of the outstanding Common Shares of the Corporation. | |
-
- | | | |
|----|---|---|
| 5. | Number (or minimum and maximum number) of directors | Nombre (ou nombre minimal et maximal) d'administrateurs |
| | A minimum of three (3) and a maximum of ten (10). | |
-
- | | | |
|----|--|--|
| 6. | Restrictions, if any, on business the corporation may carry on | Limites imposées à l'activité commerciale de la société, s'il y a lieu |
| | NOT APPLICABLE | |
-
- | | | |
|----|---|--|
| 7. | (1) If change of name effected, previous name | (1) S'il y a changement de dénomination, dénomination antérieure |
| | N/A | |
| | (2) Details of incorporation | (2) Détails de la constitution |
| | Incorporated in British Columbia on January 21, 1988. | |
-

Limitation on Number of Shareholders

The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.

No Public Distribution

Any invitation to the public to subscribe for securities of the Corporation is prohibited.

Authorization to Appoint Additional Directors

The directors may, within the maximum number permitted by the articles, appoint one or more directors, who shall hold office for a term expiring not later than the close of the next annual meeting of the shareholders, but the total number of directors so appointed may not exceed one-third of the number of directors elected at the previous annual meeting of shareholders.

Date <i>May 7</i> , 1999	Signature <i>BC Juchelwan</i>	Title - Titre <i>President & CEO</i>
FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT Corporation No. - N° de la société <i>361 862-2</i>		Filed - Déposée <i>MAY 19 1999</i>