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PATENT

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1-25-01

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- ☒ New
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Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
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Conveyance Type

- ☐ Assignment ☐ Security Agreement
- ☐ License ☒ Change of Name
- ☐ Merger ☐ Other
- U.S. Government**
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- ☐ Departmental File ☐ Secret File

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☐ Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month Day Year

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Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

29107408

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PATENT
REEL: 011462 FRAME: 0519

Correspondent Name and Address

Area Code and Telephone Number 310-824-9696

Name David G. Parkhurst

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Address (line 4) Los Angeles, California 90045

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

297107,408

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ \$40.00

Method of Payment:
Deposit AccountEnclosed ☒Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

06-2425

Authorization to charge additional fees:

Yes

☒

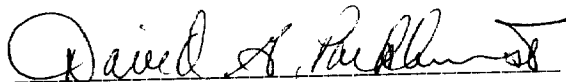
No

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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. Charges to deposit account are authorized, as indicated herein.

David G. Parkhurst



January 23, 2001

Name of Person Signing

Signature

Date



AMENDED AND RESTATED PARTNERSHIP AGREEMENT

THIS AGREEMENT dated as of July 27, 2000

BETWEEN:

XANTREX INTERNATIONAL SRL, a society with restricted liability organized under the laws of Barbados with an address at Suite No. 3, Stafford House, The Garrison, St. Michael, Barbados

("SRL")

AND:

XANTREX TECHNOLOGY (BVI) INC., a corporation incorporated under the laws of the British Virgin Islands with an address at Suite No. 3, Stafford House, The Garrison, St. Michael, Barbados

("BVI")

WHEREAS:

- (A) SRL and BVI are the sole partners in Statpower Technologies Partnership (the "Partnership");
- (B) The Partnership was formed under and is governed by a partnership agreement (the "Partnership Agreement") dated September 17, 1999 between Statpower Technologies Corporation ("Statpower") and 3599990 Canada Inc. ("3599990"), as amended by agreements dated
 - (i) October 14, 1999 (the "Distribution Indenture") among Statpower, Xantrex Acquisition Inc. ("XAI"), and 3599990,
 - (ii) October 14, 1999 (the "First Acknowledgement Agreement") between XAI as assignee of Statpower's 9999 Units and 3599990,
 - (iii) October 14, 1999 (the "Second Acknowledgement Agreement") between Xantrex Acquisition Limited Partnership ("XALP") as assignee of XAI's 9999 Units and 3599990,
 - (iv) October 14, 1999 (the "Third Acknowledgement Agreement") between Xantrex Technology Inc. ("Xantrex Canada") as assignee of XALP's 9999 Units and 3599990,

(v) January 5, 2000 (the "Fourth Acknowledgement Agreement") between SRL as assignee of Xantrex Canada's 9999 Units and 3599990,

(vi) January 5, 2000 (the "Fifth Acknowledgement Agreement") between SRL and Xantrex Canada as assignee of 3599990's 1 Unit, and

(vii) January 5, 2000 (the "Sixth Acknowledgement Agreement") between SRL and BVI as assignee of Xantrex Canada's 1 Unit,

(The Partnership Agreement, the Distribution Indenture, the First Acknowledgement Agreement, the Second Acknowledgement Agreement, the Third Acknowledgement Agreement, the Fourth Acknowledgement Agreement, the Fifth Acknowledgement Agreement, and the Sixth Acknowledgement Agreement, collectively, the "Original Partnership Agreement"), and

- (C) SRL and BVI have agreed to amend and restate the Original Partnership Agreement to set out the terms and conditions of the partnership relationship among them as amended to the date hereof.

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby covenant and agree as follows:

PART 1

DEFINITIONS

Definitions

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions will have the following meanings:

- (a) "**Affiliate**" of a particular Person means any other Person that directly or indirectly controls, is controlled by, or is under common control with, the particular Person;
- (b) "**Agreement**" means this Amended and Restated Partnership Agreement and includes all of the Schedules hereto and all other deeds or writings in amendment hereof or supplemental or ancillary hereto or in implementation hereof;
- (c) "**Applicable Law**" means any Barbadian or other statute, law, regulation, order, ordinance or determination of any competent authority applicable to or binding upon the Partnership, any asset of the Partnership or any Partner;

- (d) **"Business"** means the business carried on by the Partnership of
 - (i) designing, manufacturing and selling electrical power conversion products, and
 - (ii) such other business or businesses which the Managing Partner may from time to time authorize the Partnership to conduct;
- (e) **"Business Day"** means any day except Saturday, Sunday or a day which is a statutory holiday in Barbados;
- (f) **"Fiscal Year"** means the period established by the Partners from time to time as the fiscal year of the Partnership;
- (g) **"including"** means including without limitation;
- (h) **"Interest"** of a Partner means all the right, title and interest of such Partner in and to the Partnership at any time pursuant to the provisions of this Agreement, including its Units and its rights under this Agreement;
- (i) **"Managing Partner"** means SRL;
- (j) **Original Partnership Agreement** has the meaning ascribed thereto in Recital (B),
- (k) **"Partner"** at any particular time means each person who is then a partner in the Partnership in accordance with the terms of this Agreement and **"Partners"** means all of the Partners at that time;
- (l) **"Partnership"** means the Partnership formed under this Agreement;
- (m) **"Person"** means an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization, or any trustee, executor, administrator or other legal representative;

PART 2

CONTINUATION OF PARTNERSHIP AND RELATIONSHIP AMONG PARTNERS

Continuation of Partnership

2.1 The Partnership is and remains the same partnership as and a continuation of the partnership originally formed under the Original Partnership Agreement pursuant to the

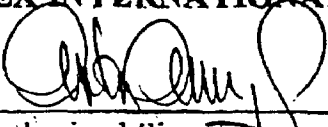
Partnership Act (British Columbia) to carry on the Business under the firm name and style of "Statpower Technologies Partnership."

Name of Partnership

2.2 From and after the effective date hereof the firm name and style of the Partnership is "Xantrex International".

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

XANTREX INTERNATIONAL SRL

Per: 
Authorized Signatory

XANTREX TECHNOLOGY (BVI) INC.

Per: 
Authorized Signatory