

09-17-2002



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 Patent and Trademark Office
 Attorney Docket No.: XANT518877

To the Director – U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Submission Type

☒ New☐ Resubmission (Non-Recordation)

Document ID# _____

☐ Correction of PTO Error: Reel _____, Frame _____

9-13-02

2. Conveyance Type:

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

3. Name of conveying party:

Trace Holding, LLC

Execution Date:

March 31, 2000

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

4. Name and address of receiving party:

Name: Xantrex Technology USA, Inc.

Address: Stafford House, Suite 3
The Garrison, St. Michael
BarbadosAdditional name(s) & address(es) attached? ☐ Yes ☒ No

5. Application number(s) and/or patent number(s):

A. Patent Application No(s).

B. Patent No. 5,373,433Additional numbers attached? ☐ Yes ☒ No

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: _____

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

 John D. Denkenberger, Esq.
Customer No. 26389
 CHRISTENSEN O'CONNOR
 JOHNSON KINDNESS^{PLLC}
 1420 Fifth Avenue, Suite 2800
 Seattle, WA 98101-2347
 206.682.8100

7. Total number patents involved: 1

8. Total fee (37 C.F.R. 3.41): \$40.00

Enclosed Check No. 141675 includes the recordation fee.

9. ☐ The fee is authorized to be charged to Deposit Account No. 03-1740. (A duplicate copy of this page is enclosed.)

10. The Director is hereby authorized to charge any fees under 37 C.F.R. § 3.41 which may be required by this paper, or credit any overpayment, to Deposit Account No. 03-1740.

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11. 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.

John D. Denkenberger

Name of Attorney or Agent

Registration No. 44,060

Direct Dial 206.695.1749

Signature

9.10.02

Date

Total number of pages, including cover sheet, attachments, and document: 10

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid and addressed to: Box Assignment, Director – U.S. Patent and Trademark Office, P.O. Box 2327, Arlington, VA 22202, on the below date.

Date: 9/10/02

HMC:eff

ARTICLES OF MERGER
TRACE HOLDINGS, LLC
AND
XANTREX TECHNOLOGY USA, INC.

FILED
STATE OF WASHINGTON
MAR 3 1 2000
RALPH MUNRO
SECRETARY OF STATE

Pursuant to the provisions of RCW 23B.11.050, the following Articles of Merger are executed for the purpose of merging Trace Holdings, LLC a Delaware limited liability company (the "Disappearing Company"), into Xantrex Technology USA, Inc., a Washington corporation (the "Surviving Corporation").

1. The Plan of Merger providing for the merger of the Disappearing Company with and into the Surviving Corporation is attached hereto as **Exhibit A**.

2. The merger pursuant to the terms and conditions of the Plan of Merger and the Agreement and Plan of Merger and Exchange Agreement referenced therein was duly approved by the shareholders of the Surviving Corporation pursuant to RCW 23B.11.030.

3. The merger pursuant to the terms and conditions of the Plan of Merger and the Agreement and Plan of Merger and Exchange Agreement referenced therein is permitted by the laws of the jurisdiction of organization of the Disappearing Company and has been approved by the members of the Disappearing Company in compliance with such laws.

Effective Date: 3-31, 2000

XANTREX TECHNOLOGY USA, INC.

By: Bart Tichelman
Bart Tichelman, President

ARTICLES OF MERGER
TRACE HOLDINGS, LLC
AND
XANTREX TECHNOLOGY USA, INC.

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Effective Date: _____, 2000

XANTREX TECHNOLOGY USA, INC.

By: 
Bart Tichelman, President

**EXHIBIT A
TO ARTICLES OF MERGER**

PLAN OF MERGER

THIS PLAN OF MERGER (this "Plan") is dated as of _____, 2000, by and among TRACE HOLDINGS, LLC, a Delaware limited liability company ("TRACE"), XANTREX TECHNOLOGY USA, INC., a Washington corporation ("XANTREX USA"), and XANTREX TECHNOLOGY INC., a Canadian corporation ("XANTREX"). TRACE and XANTREX USA are sometimes collectively referred to in this Plan as the "Constituent Companies."

RECITALS

A. XANTREX USA is a corporation organized and existing under the laws of the State of Washington.

B. XANTREX USA and TRACE have, together with OCM Principal Opportunities Fund, L.P., a Delaware limited partnership, Durham Enterprises Limited, a Jersey company, RIT Capital Partners PLC, a United Kingdom company, Durham Trace Inc., a California corporation, OCM Trace Investments, Inc., a Delaware corporation, and Xantrex entered into an Agreement and Plan of Merger and Exchange Agreement, dated as of _____, 2000 (the "Merger Agreement"), and have deemed it advisable and in the best interests of XANTREX USA and TRACE, respectively, and their respective shareholders and members, that TRACE be merged with and into XANTREX USA (the "Merger") as authorized by the laws of the States of Washington and Delaware and pursuant to the terms and conditions of the Merger Agreement.

AGREEMENT

In consideration of the foregoing recitals, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger; Effectiveness

TRACE shall be merged with and into XANTREX USA (hereinafter sometimes called the "Surviving Corporation") pursuant to the applicable provisions of the Washington Business Corporation Act, as amended, and the Delaware Limited Liability Company Act, as amended, and in accordance with the terms and conditions of this Plan and the Merger Agreement. Upon (a) the execution by the Surviving Corporation of Articles of Merger incorporating this Plan and the filing of such Articles of Merger with the Secretary of State of the State of Washington, and (b) the execution by the Surviving Corporation of a Certificate of Merger with respect to the adoption of this Plan and the filing of such Certificate with the Secretary of State of the State of Delaware, the Merger shall become effective on the date and at the time of filing of the Articles of Merger with the Secretary of State of the State of Washington (the "Effective Time of the Merger").

2. Articles of Incorporation

The Articles of Incorporation of XANTREX USA at the Effective Time of the Merger shall be the Articles of Incorporation of said Surviving Corporation and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Washington Business Corporation Act

3. Bylaws

The Bylaws of XANTREX USA in effect at the Effective Time of the Merger shall, at the Effective Time of the Merger, be the Bylaws of the Surviving Corporation until the same shall be further altered, amended or repealed as therein provided.

4. Directors and Officers

The directors and officers of XANTREX USA in office at the Effective Time of the Merger shall, at the Effective Time of the Merger, be and remain the directors and officers of the Surviving Corporation and shall hold such offices in accordance with and subject to the Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately after the Effective Time of the Merger.

5. Conversion of Shares

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder of any shares of stock or limited liability company interests of XANTREX USA, TRACE or of XANTREX:

(a) Each share representing a Trace Interest (as defined in the Merger Agreement), other than a Trace Interest held by XANTREX USA, issued and outstanding immediately prior to the Effective Time of the Merger, shall be canceled, and XANTREX USA shall issue to the holder thereof, the number of shares of Xantrex US Exchangeable Common Stock (as defined in the Merger Agreement) of XANTREX USA set forth opposite the holder's name in Exhibit A of the Merger Agreement.

(b) Each Option to acquire limited liability company interests of TRACE outstanding immediately prior to the Effective Time of the Merger, shall be converted into the right to purchase that number of shares of Xantrex U.S. Exchangeable Common Stock specified in the Merger Agreement.

(c) Each share of the common stock of XANTREX USA theretofore authorized (whether issued or unissued) shall remain unchanged and shall be deemed to be shares of the common stock of XANTREX USA as the Surviving Corporation. Each of the shares of common stock of XANTREX USA issued and outstanding on the Effective Time shall continue to be and shall remain issued and outstanding shares of common stock of XANTREX USA as the Surviving Corporation without any action on the part of the holders of any such shares of stock.

6. Rights, Duties, Powers, Liabilities, Etc.

At the Effective Time of the Merger, the separate existence of TRACE shall cease, and TRACE shall be merged in accordance with the provisions of this Plan and the Merger Agreement with and into the Surviving Corporation, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties and liabilities of each of the Constituent Companies; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate or other property, or any interest therein, vested by deed or otherwise in either of the Constituent Companies, shall be vested in the Surviving Corporation without reversion or impairment. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

7. Implementation

Each of the Constituent Companies shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the States of Washington and Delaware to consummate and make effective the Merger.

8. Termination

This Plan may be terminated for any reason at any time before the filing of Articles of Merger with the Secretary of State of the State of Washington or the filing of a Certificate of Merger with the Secretary of State of the State of Delaware (whether before or after approval by the shareholders or members of the Constituent Companies, or either of them) by resolution of the Board of Directors of both of the Constituent Companies.

9. Amendment

This Plan may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the Board of Directors of both of the Constituent Companies; provided, however, that this Plan may not be amended or supplemented after having been approved by the shareholders or members of a Constituent Corporation except by a vote or consent of shareholders or members in accordance with applicable law.

STATE of WASHINGTON



SECRETARY of STATE

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF MERGER

to

XANTREX TECHNOLOGY USA, INC.

a Washington Profit Corporation. Articles of Incorporation were filed for record in this office on the date indicated below.

Merging TRACE HOLDINGS, LLC (DE Limited Liability Company registered in WA) into XANTREX TECHNOLOGY USA, INC.

UBI Number: 602 025 572

Date: March 31, 2000



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

STATE of WASHINGTON



SECRETARY of STATE

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal,

hereby certify by this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

XANTREX TECHNOLOGY USA, INC.

Merging TRACE HOLDINGS, LLC (DE Limited Liability Company registered in WA)
into XANTREX TECHNOLOGY USA, INC.

as filed in this office on March 31, 2000.



Date: August 13, 2002

*Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital*


SM
Sam Reed, Secretary of State

STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF MERGER

to

XANTREX TECHNOLOGY USA INC

a Washington Profit corporation,

were filed for record in this office on the date indicated below.

Merging TRACE HOLDINGS, LLC (A Delaware Limited Liability Company registered in Washington) into XANTREX TECHNOLOGY USA, INC.

UBI Number: 602 025 572

Date: March 31, 2000



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Ralph Munro, Secretary of State
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