

07-16-2004

REC


 Patent and Trademark Office
 Attorney Docket No.: XANI119661

102792959

To the Director – U.S. Patent and Trademark Office: Please record this document or copy thereof.

1. Submission Type

☐ New☒ Resubmission:
 Correction of Error: Reel 014567, Frame 0746
 (Correction of Assignee name)

2. Conveyance Type:

☐ Assignment☐ Security Agreement
☒ Other: Amended and Restated Partnership Agreement
 and Change of Name

3. Name of conveying party:

Execution Date:

Statpower Technologies Partnership

July 27, 2000

4. Name and address of receiving party:

Name: Xantrex International

 Address: 8999 Nelson Way
 Burnaby, British Columbia V5A 4B5
 Canada
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Patent Application No(s).

B. Patent No. D425,018

Additional numbers attached? ☐ Yes ☒ No

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

 John D. Denkenberger, Esq.
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7. Total number of applications and/or patents involved: 1

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

 Enclosed Check No. 156423 includes the
 recordation fee.

☐ 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
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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

7.8.04

Date

Total number of pages, including cover sheet, attachments, and document: 6

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 Mail Stop Assignment Recordation Services, Director – U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the below date.

Date: July 9, 2004

JDD:cg

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 PATENT
 REEL: 015552 FRAME: 0416

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