

MRD 11-12-99



RECORDATIC

TRADE

12-09-1999



Docket No.:

6558-109,110,111,112,113&114

11-12-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #61

101218157

original documents or copy thereof.

1. Name of conveying party(ies):  
**STATPOWER TECHNOLOGIES CORPORATION**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other **Canadian Corporation**

Additional names(s) of conveying party(ies)       Yes  No

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

Name: **Statpower Technologies Partnership**

Internal Address: \_\_\_\_\_

Street Address: **7725 Lougheed Highway**

City: **Burnaby, British Columbia, CANADA V5A 4V8**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is                       Yes     N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes     N

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: **September 30, 1999**

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

A. Trademark Application No. (s)

**75/260,577**  
**75/273,095**

Additional numbers                       Yes  No

B. Trademark Registration No.(s)

**2,139,071                      2,271,364**  
**2,140,930**  
**2,140,931**

Additional numbers                       Yes  No

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

Name: **Billy A. Robbins, Esq.**

Internal Address: **FULBRIGHT & JAWORSKI L.L.P.**

Street Address: **865 South Figueroa Street**

**29th Floor**

City: **Los Angeles**                      State: **CA**    ZIP: **90017**

6. Total number of applications and registrations involved:..... **6**

7. Total fee (37 CFR 3.41):.....\$ **\$165.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

**50-0337**

2/08/1999 DNGUYEN 00000041 500337 75260577                      DO NOT USE THIS SPACE

01 FC:481                      40.00 CH  
02 FC:482                      125.00 CH

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.**                      *Billy A. Robbins*                      November 12, 1999

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and **15**

# 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 various trade-marks (the "Trade-marks") and of the goodwill corresponding to the Trade-marks.
- B. The Trade-marks include trade-marks which are the subject of the trade-mark registrations (the "Registrations") listed in Schedule A to this Agreement, of which the Assignor is the registered proprietor.
- C. The Trade-marks further include trade-marks which are the subject of the pending applications for trade-mark registrations (the "Applications") listed in Schedule B to this Agreement, of which the Assignor is the registered proprietor.
- D. The Trade-marks further include unregistered trade-marks which are not the subject of any trade-mark registrations or presently pending applications for trade-mark registrations (the "Unregistered Trade-Marks"). Schedule C to this Agreement lists some of the Unregistered Trade-Marks but is not intended as an exhaustive list thereof.
- E. The Assignor is the managing partner of the Assignee.
- F. 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 all of the Trade-marks and the goodwill corresponding thereto.

Assignment (Trade-marks), Page 1

*Certified to be a  
true copy of the  
original.*

*Michael J. Ron*

**TRADEMARK**  
**REEL: 001997 FRAME: 0030**

- G. The parties have agreed that the Trade-marks and corresponding goodwill 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.
- H. 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.

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 Trade-marks listed in Schedule A to this Agreement and in and to the corresponding Registrations listed in Schedule A, together with the goodwill of the business associated with the Trade-marks hereby assigned.
3. 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 Trade-marks listed in Schedule B to this Agreement, in and to the corresponding Applications listed in Schedule B and in and to any Registrations which may hereafter be granted on the same, together with the goodwill of the business associated with the Trade-marks hereby assigned.
4. 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 Unregistered Trade-marks listed in Schedule C to this Agreement, in each respective corresponding country or jurisdiction indicated in Schedule C, as used in association with wares or services of any kind whatsoever, together with the goodwill associated therewith and the exclusive right to use the Trade-marks hereby assigned.
5. 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 any Unregistered Trade-marks not expressly listed in this Agreement, in any and all countries and

Assignment (Trade-marks), Page 2

jurisdictions in which the Assignor has such right, title, interest, property, claim or demand, as used in association with wares or services of any kind whatsoever, together with the goodwill associated therewith and the exclusive right to use the Trade-marks hereby assigned.

6. 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 all priority rights arising from any of the Trade-marks assigned by this Agreement including all priority rights under the *Paris Convention for the Protection of Industrial Property*, in and to all rights of entitlement to registration arising from use or registration of the Trade-marks assigned by this Agreement, and in and to any Applications claiming such priority rights or rights of entitlement and any 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 Registrations which may be granted thereon, or of any renewal, reissue, prolongation or extension thereof.
7. In the event that any part or aspect of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the parties agree that the remainder of this Agreement shall remain valid, binding and enforceable, to the greatest extent possible.
8. 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 trade-mark registrations on the Trade-marks;
  - (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 trade-mark registrations and for any renewals or reissues thereof, and instruments of assignment and transfer thereof, as Assignee may request, to obtain or maintain trade-mark registrations for the Trade-marks 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 trade-mark registrations for the Trade-marks in any and all countries and

jurisdictions, and to vest title thereto in the Assignee or Assignee's successors and assigns.

9. The Assignee hereby appoints, in relation to each particular one of the Applications and Registrations, as Assignee's agents to which any notice in respect of the particular Application or Registration may be sent and upon which service of any proceedings in respect of the particular Application or Registration 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 Registration.
10. 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  
(604) 631-3375

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Occupation of Witness

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

On this the 30<sup>TH</sup> 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:

ANDREW J. MCLEOD  
Name of Witness *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 30<sup>th</sup> day of SEPTEMBER, 1999, before me personally appeared BAR 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  
BARRESTER & SOLICITOR, Notary Public  
in and for the Province of British Columbia

## SCHEDULE A

The Registrations, as of August 24, 1999:

Trade-Mark	Country or jurisdiction	Application serial number	Registration serial number	Filing Date
STATPOWER	US		2,139,071	March 20, 1997
PROWATT	US		2,140,930	March 20, 1997
NOTEPOWER	US		2,140,931	March 20, 1997
PROSINE	CA		TMA479,419	January 31, 1995
NOTEPOWER Trade Dress	US		2,271,364	April 11, 1997

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## SCHEDULE B

The Applications, as of September 29, 1999:

Trade-Mark	Country or jurisdiction	Application serial number	Filing Date
PROSINE	US	75/260,577	March 20, 1997
PROWATT 1500 Trade Dress	US	75/273,095	April 11, 1997
PORTAWATTZ POWERPAC	CA	1,015,366	May 13, 1999
PORTAWATTZ	CA	1,176,678	June 2, 1999
TRUECHARGE	CA	1,176,677	June 2, 199
S STATPOWER & Design	CA	1,019,415	June 16, 1999
STATPOWER	CA	1,020,205	June 22, 199
PROWATT	CA	1,023,636	July 23, 1999
NOTEPOWER	CA	1,023,637	July 23, 1999
STORE4POWER	CA	1,024,226	July 28, 1999
STATPOWER & Design	CA	not available	September 21, 1999
S & Design	CA	not available	September 21, 1999
S-WAVE	CA	not available	September 21, 1999

# SCHEDULE C

Unregistered Trade-marks (list not intended to be exhaustive), as of August 20, 1999:

Trade-Mark
NOTEPOWER
NOTEPOWER Trade Dress
PORTAWATTZ
PORTAWATTZ POWERPAC
PROSINE
PROWATT
PROWATT 1500 Trade Dress
PROWATT 2500 Trade Dress
S & Design
S STATPOWER & Design
STATPOWER
STATPOWER & Design
STORE4POWER
S-WAVE
TRUECHARGE





**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  STATPOWER TECHNOLOGIES CORPORATION	Dénomination de la société
2.	The place in Canada where the registered office is to be situated  Greater Vancouver Regional District, in the Province of British Columbia	Lieu au Canada où doit être situé le siège social
3.	The classes and any maximum number of shares that the corporation is authorized to issue  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.	Catégories et tout nombre maximal d'actions que la société est autorisée à émettre
4.	Restrictions, if any, on share transfers  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.	Restrictions sur le transfert des actions, s'il y a lieu
5.	Number (or minimum and maximum number) of directors  A minimum of three (3) and a maximum of ten (10).	Nombre (ou nombre minimal et maximal) d'administrateurs
6.	Restrictions, if any, on business the corporation may carry on  NOT APPLICABLE	Limites imposées à l'activité commerciale de la société, s'il y a lieu
7.	(1) If change of name effected, previous name  N/A  (2) Details of incorporation  Incorporated in British Columbia on January 21, 1988.	(1) S'il y a changement de dénomination, dénomination antérieure    (2) Détails de la constitution

8. Other provisions, if any

Autres dispositions, s'il y a lieu

**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 Juchelmer</i>	Title - Titre <i>President &amp; CEO</i>
FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT Corporation No. - N° de la société <i>361 de L-2</i>		Filed - Déposée <i>MAY 19 1999</i>



Industry Canada

Industrie Canada

EXHIBIT "A"

**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

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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**

**TRADEMARK**

**REEL: 001997 FRAME: 0040**

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  STATPOWER TECHNOLOGIES CORPORATION	Dénomination de la société
2	The place in Canada where the registered office is to be situated  Greater Vancouver Regional District, in the Province of British Columbia	Lieu au Canada où doit être situé le siège social
3	The classes and any maximum number of shares that the corporation is authorized to issue  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.	Catégories et tout nombre maximal d'actions que la société est autorisée à émettre
4	Restrictions, if any, on share transfers  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.	Restrictions sur le transfert des actions, s'il y a lieu
5	Number (or minimum and maximum number) of directors  A minimum of three (3) and a maximum of ten (10).	Nombre (ou nombre minimal et maximal) d'administrateurs
6	Restrictions, if any, on business the corporation may carry on  NOT APPLICABLE	Limites imposées à l'activité commerciale de la société, s'il y a lieu
7	(1) If change of name effected, previous name  N/A  (2) Details of incorporation  Incorporated in British Columbia on January 21, 1988.	(1) S'il y a changement de dénomination, dénomination antérieure    (2) Détails de la constitution

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 Juchelmon</i>	Title - Titre <i>President &amp; CEO</i>
FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT Corporation No - N° de la société <i>361 de L-2</i>		Filed - Déposée <i>MAY 19 1999</i>



11-12-1999

UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. Patent & TMO/PTM Mail Rcpt Dt. #61

TRANSMITTAL LETTER (GENERAL)
(With Certificate of Mailing by Express Mail)

Applicant/Registrant: STATPOWER TECHNOLOGIES CORPORATION
Serial No.: 75/260,577 and 75/273,095
Registration No.: 2,139,071; 2,140,930; 2,140,931 and 2,271,364
Trademark: PROSINE; PROWATT 1500; STATPOWER; PROWATT; NOTEPOWER and NOTEPOWER Design

Docket No. 6558-109-114XX

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Transmitted herewith is/are the following document(s):

Recordation Form Cover Sheet; Designation of Domestic Representative and an Assignment (13 pages)

- No fee is required.
Please charge Deposit Account No. 50-0337 in the amount of \$165.00
A duplicate copy of this sheet is enclosed.
A check in the amount of is attached.
Any excess or insufficiency should be credited or debited to Deposit Account No.
A duplicate copy of this sheet is enclosed.

Handwritten signature of Billy A. Robbins

Signature

Billy A. Robbins, Esq.
Registration No. 18,313
FULBRIGHT & JAWORSKI L.L.P.
865 South Figueroa Street
29th Floor
Los Angeles, CA 90017-2576
213-892-9200

Dated: November 12, 1999

I certify that this document and fee is being deposited on November 12, 1999 with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive,

Handwritten signature of Kate McCarty

Signature of Person Mailing Correspondence

Kate McCarty

Typed or Printed Name of Person Mailing Correspondence

EL318627332US

"Express Mail" Mailing Label Number

cc: LJW & client

TM09/REV03

RECORDED: 11/12/1999

TRADEMARK
REEL: 001997 FRAME: 0043