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

1. Name of conveying party(ies):

La Telemecanique Electrique

- Individual  Association
- General Partnership  Limited Partnership
- Corporation-State
- Other Public Limited Company

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

2. Name and address of receiving party(ies)

Name: Schneider Electric Industries SA

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

Street Address: 89 Boulevard Franklin Roosevelt  
Rueil, Malmaison France 92500

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: April 24, 1989

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s) N/A

B. Trademark No.(s) 0889989

See Exhibit "A" attached hereto.

Additional numbers attached?  Yes  No

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

Name: Square D Company

Internal Address: Intellectual Property

Department \_\_\_\_\_

Street Address: 1415 S. Roselle Road

City: Palatine State: IL Zip: 60067

6. Total number of applications and trademarks Involved: 1

7. Total fee (37 CFR 3.41) ..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-3875

(Attach duplicate copy of this page if paying by deposit account)

08/03/2000 MTHA11 00000006 193875 0889989

DO NOT USE THIS SPACE

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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.

Larry I. Golden

Name of Person Signing

Signature

Date

6-26-00

Total number of pages including cover sheet, attachments, and document: 30

Mail documents to be recorded with required cover sheet information to:  
Box Assignments, U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335  
Washington, D.C. 20231

TRADEMARK  
REEL: 002113 FRAME: 0914

Additional Names of Conveying Parties as requested on Number 1  
located on the previous page.

TELEMECANIQUE  
Rueil-Malmaison (92500)  
43-45 Boulevard Franklin Roosevelt  
France

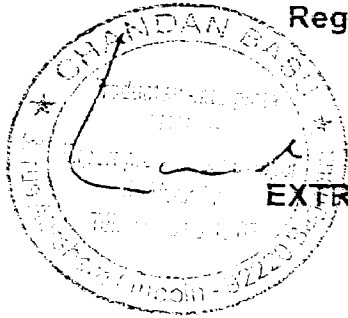
SCHNEIDER ELECTRIC  
40 Avenue Andre Morizet  
92100 Boulogne Billancourt  
France

SCHNEIDER ELECTRIC SA  
40 Avenue Andre Morizet  
92100 Boulogne Billancourt  
France

# TELEMECANIQUE

LA TELEMECANIQUE ELECTRIQUE

Public Limited Company with capital of 148,062,400 French francs  
Registered Office : 33 bis, avenue du Maréchal Joffre, Nanterre (Hauts-de-Seine)  
Registered in the Nanterre Register of Commerce and Companies  
under the number B 775, 629, 041



## EXTRACT FROM THE MINUTES OF THE JOINT GENERAL MEETING DULY CONVENED AND HELD ON APRIL 24TH, 1989

Je soussigné Chaudan BASU, Traducteur-Interprète  
Expert près la Cour d'Appel de Versailles  
certifie que ceci est une traduction conforme  
à l'original établi en langue FRANÇAISE.  
Date de l'original : 14 février 1989  
(Signature et sceau de l'établissement)

On the twenty-fourth day of April in the year one thousand nine hundred and eighty-nine at 10 o'clock in the morning, the shareholders of the Company LA TELEMECANIQUE ELECTRIQUE, public limited company governed under Sections 118 to 150 of the Companies Act, with capital of 148,062,400 French francs, divided into 1,480,624 shares with a par value of hundred French francs each, whose registered office is located at NANTERRE (Hauts-de-Seine), 33 bis, avenue du Maréchal Joffre, assembled for a joint general meeting at the CRILLON hotel, 10, place de la Concorde 75008 Paris, upon formal notice of meeting given to them by the Board of Directors as per announcement placed in the Compulsory Legal Notices' Bulletin n°25 of March 23rd, 1989 and in the legal notices' journal " Les Petites Affiches " n°41 of April 5th, 1989, as well as by letters sent to the shareholders.

An attendance list has been drawn up and signed by each member of the assembly at the time of his/her arrival for the meeting, both in his/her own name and on behalf of his/her principal.

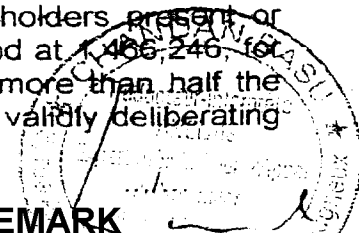
Mr. Didier PINEAU-VALENCIENNE, in his capacity as Chairman of the Supervisory Board, presided over the meeting.

Mr. Michel STAIB and Mr. Daniel DALLE representing the FONDS COMMUN DE PLACEMENT (Mutual Fund) " ACTIONS TELEMECANIQUE ", the two shareholders present and representing, both by themselves and as proxies, the largest number of shares, were called to perform the functions of Scrutineers, which functions they agreed to perform.

The members of the committee thus set up designated Mr. Daniel ROBIN for performing the functions of Secretary to the meeting.

Mr. Jean RAFFEGEAU and Mr. Jean-Marie PUEL representing the firm BEFEC MULQUIN ET ASSOCIES, auditors duly called to attend, were present at the meeting.

The Chairman announced that, according to the attendance list certified correct by the members of the committee, the number of shares held by the shareholders present or represented, as well as by those having voted by correspondence, stood at 1,486,246, for a total of 1,472,244 votes. Accordingly, the meeting having gathered more than half the shares with voting rights was declared duly formed for the purpose of validly deliberating upon all the items featuring on the agenda.



TRADEMARK

REEL: 002113 FRAME: 0916

The Chairman then announced the items featuring on the agenda of the meeting :

.....  
II - ITEMS ON THE AGENDA FALLING WITHIN THE COMPETENCE OF EXTRAORDINARY GENERAL MEETING  
.....

- Change of company's name ;
  - Transfer of registered office ;
- .....

Nobody having then chosen to speak, the Chairman requested permission from the assembly not to have read the entire resolutions and, upon grant of permission, put successively to the vote the following resolutions :

.....  
RESOLUTIONS FALLING WITHIN THE COMPETENCE OF EXTRAORDINARY GENERAL MEETING :  
.....

SIXTH RESOLUTION

The General Meeting makes the decision to change company's name, which shall henceforth be : **TELEMECANIQUE**.

This resolution was adopted with 1,472,167 votes for and 77 votes against or abstention.

SEVENTH RESOLUTION

The General Meeting makes the decision to transfer the registered office to RUEIL-MALMAISON (Hauts-de-Seine) 43-45, boulevard Franklin Roosevelt.

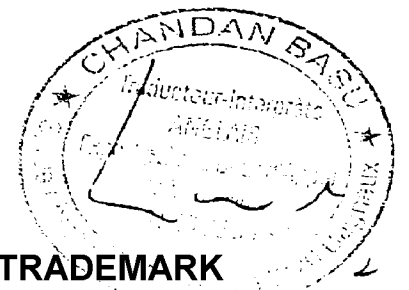
This resolution was adopted with 1,472,176 votes for and 68 votes against or abstention.  
.....

**CERTIFIED TRUE EXTRACT**

**Signed Jean-Claude PERRIN**

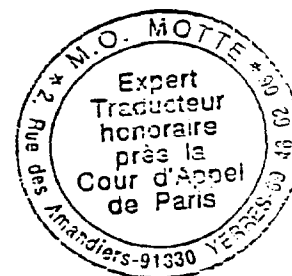
Je soussigné Chandan BASU, Traducteur-Interprète  
Expert près la Cour d'Appel de Versailles,  
certifie que ce est une traduction conforme  
à l'original en langue **FRANCAISE**  
visé au ... **000.207**  
Fait à Paris le **14 février 2000**  
(Signature et sceau de l'officier)  
Décret n° 174 du 15 Mars 1953

*Nombre de pages 2*



**TRADEMARK**  
**REEL: 002113 FRAME: 0917**

## CONTRACT OF CONTRIBUTION



BETWEEN THE UNDERSIGNED:

TELEMECANIQUE, a joint stock company (Société Anonyme) with registered capital of 109 667 000 FF and registered offices in RUEIL-MALMAISON (92500), 43-45 Boulevard Franklin Roosevelt, registered on the NANTERRE Register of Trades and Companies under number B 775 629 041,

represented by Mr. Hervé SIMON, expressly empowered for the purposes of this agreement by decision of the Board of Directors dated 7 March 1994

hereinafter referred to as "TE"

AND:

SCHNEIDER ELECTRIC, a joint stock company (Société Anonyme) with registered capital of 1 000 000 F and registered offices in BOULOGNE BILLANCOURT, 40 rue André Morizet, registered on the NANTERRE Register of Trades and Companies under number B 954 503 439,

represented by Mr. Robert JEANTEUR, Deputy Chairman, expressly empowered for the purposes of this agreement by decision of the Board of Directors dated 7 March 1994

hereinafter referred to as "SE".

### RECITALS:

WHEREAS the SCHNEIDER Group has built up an industrial and business group based on its skills in the utilisation of electrical energy, automation and general business, and its industrial activities are made up of three main companies: MERLIN GERIN, TELEMECANIQUE and SQUARE D.

After joint consideration of strategy, SCHNEIDER and its two subsidiaries MERLIN GERIN and TELEMECANIQUE have recognised the need for the activities of the two subsidiaries to be completely integrated within the parent company. The contribution of these activities, plus their French and overseas subsidiaries, to SCHNEIDER ELECTRIC will make it possible to embark on restructuring, a process essential to the construction of an integrated industrial group on a worldwide scale.

The Group's industrial activities will continue to be organised into Strategic Areas of Activity and into geographical zones, thus providing for better co-ordination of production, marketing, synergies and administration, as well as a pooling, and thus more efficient use, of structural costs.

IT HAS THEREFORE BEEN AGREED AS FOLLOWED:

CONTRIBUTIONS



TE contributes to SE, subject to the suspensive conditions set forth hereunder, all its assets and liabilities as at 1.01.1994 and constituting the entirety of its activities in the manufacture and sale of components for industrial automation systems

with the exception:

- of the cash sums required to pay the dividend due to TE shareholders in respect of the financial year 1993

- and its shareholdings in the following companies:

- . SOCIETE INDUSTRIELLE FINANCIERE ET IMMOBILIERE DE RUEIL (SIFIR)
- . SOCIETE FINANCIERE ET INDUSTRIELLE DE PARTICIPATION (SFIP)
- . TELEMECANICA S.A. (Spain)
- . TELEMECANIQUE AND CONTROLS LIMITED (India)

- and of two buildings of which TE is the owner, one in NANTERRE, 33bis Avenue du Maréchal Joffre, the other in GRASSE, Parc Industriel des Bois de Grasse.

This transaction shall be subject to the provisions of articles 382 to 386 of the Act of 24 July 1966.

The conditions of this contribution have been determined on the basis of the accounts of TE and SE at 31.12.93.

In that this is a restructuring operation internal to the SCHNEIDER Group, the parties have agreed to value the contributions at net book value at 31.12.1993.

It is stipulated that SCHNEIDER here and now agrees to accept the assets and liabilities of all the activities so contributed as they may stand on the date of actual completion of the contribution.

ARTICLE 1 - DESIGNATION OF ASSETS CONTRIBUTED

1.1 Intangible assets

The contribution includes intangible assets employed in the operation of all the aforesaid activities.

These intangible assets include principally:

- the name, goodwill and claim to the status of successor to the business with respect to all the aforesaid activities, as set forth in Appendix 1 hereto. The principal establishment in which the business is carried on is at RUEIL-MALMAISON, 43-45 Boulevard Franklin Roosevelt, with secondary establishments as set forth in Appendix 2 hereto.
- the software applications packages, intellectual and industrial property rights, and in particular the title and licence to all patents and trademarks registered either in France or elsewhere by the contributing company and relating to all the activities contributed.

For information, a non-exhaustive list of French and European patents registered by the contributing company as of 1 March 1994 is given in Appendix 3 hereto. The list of patents registered in France and overseas by the contributing company as of 1 March 1994 is given in Appendix 4 hereto.

- the technical reports, manuals, files, archives, drawings and documents which may be of use to SE,

- the processes, knowhow, manufacturing secrets, skills, drawings and designs relating to all the activities contributed.

For information, a non-exhaustive list of designs registered by the contributing company as of 1 March 1994 is given in Appendix 5 hereto.

- the profit from and responsibility for all contracts, agreements, treaties and transactions relating to all the activities contributed.

- the profit from and responsibility for all leases and leasing agreements on buildings, rentals, undertakings, authorisations concerning the use, utilisation or occupation of premises, land or installations belonging to third parties and given over to the use of TE, and any rights of occupancy in public property, relating to all the activities contributed.

For information, a list of leases and leasing agreements held by TE in France is given in Appendix 6 hereto.

The whole being valued at the sum of: **1 883 708 341.15 FF**

## 1.2 Fixed assets

### 1.2.1 Land, buildings and the fixtures and fittings pertaining thereto

This contribution includes the land, buildings and fixtures and fittings pertaining thereto as set forth in Appendix 7 hereto, for a total value of:

land	<b>26 883 078.47 FF</b>
constructions, fixtures & fittings	<b>136 361 506.87 FF</b>
	<hr/>
Total	<b>163 244 585.34 FF</b>

### 1.2.2 Machinery and equipment, vehicles, office equipment and furniture

This contribution includes the machinery, equipment, vehicles and movable property used in the operation of the business concerned, as set forth and valued in Appendix 8 hereto at a total value of:

**312 198 571.34 FF**

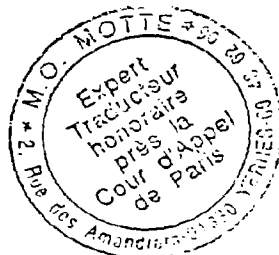
### 1.2.3 Assets under construction, advances and prepaids

This contribution includes assets under construction, including advances and prepaids on assets, as set forth in Appendix 9, for a total value of:

**169 444 181.93 FF**

### 1.2.4 Investments

This contribution includes:





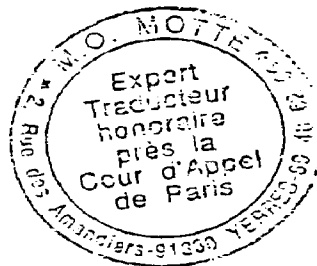
- shareholdings in subsidiaries and affiliates
- receivables from the shareholdings so contributed

as set forth in Appendix 10,  
for a total value of

1 294 511 608.87 FF

**Grand total of fixed assets contributed:**

1 939 398 947.48 FF



### 1.3 Current assets

This contribution includes the supplies, consumable products, raw materials, finished products and work in progress, as set forth and valued in Appendix 11 hereto.

The whole being valued at the sum of: **701 081 206.80 FF**

### 1.4 Trade notes and receivables

Receivables as set forth in Appendix 12 hereto amount to the sum of:  
**1 329 895 876.34 FF**

### 1.5 Other receivables and assets contributed

This contribution includes the other receivables and assets contributed as set forth in Appendix 13 hereto for a total value of:

**388 161 672.40 FF**

**Total other assets contributed:**

**2 419 138 755.54 FF**

### 1.6 Total assets contributed

- Intangible assets:

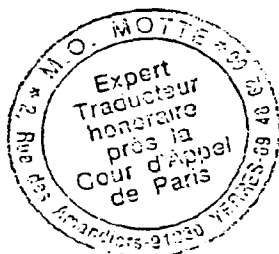
**1 883 708 341.15 FF**

- Fixed assets:

**1 939 398 947.48 FF**

- Other assets:

**2 419 138 755.54 FF**



### TOTAL ASSETS CONTRIBUTED

**6 242 246 044.17 FF**

### ARTICLE 2 - LIABILITIES ASSUMED

The contribution made in favour of SE is executed in consideration of the latter company assuming the liabilities arising from the operation of the business contributed, as at 1 January 1994.

At that date, total liabilities were as set forth in Appendix 14 hereto.

**4 781 189 437.18 FF**

It is expressly stipulated that TE shall in no way be held severally liable for the payment of any liabilities hereby assumed by SE.

### ARTICLE 3 - DETERMINATION OF NET ASSETS CONTRIBUTED

Total assets contributed

**6 242 246 044.17 FF**

Liabilities assumed

**4 781 189 437.18 FF**

### NET ASSETS CONTRIBUTED

**1 461 056 606.99 FF**

#### ARTICLE 4 - OUTRIGHT NATURE OF CONTRIBUTIONS

It is hereby stipulated that this contribution includes all assets, rights and obligations, whether current or fixed, of all the activities concerned, unless expressly stipulated to the contrary.

In the event of error or omission in the foregoing statements, the contribution of any assets, rights and obligations omitted or incorrectly stated shall be adjusted by modifying or supplementary deed, but such adjustments shall not give rise to any revision of the remuneration.

#### ARTICLE 5 - REMUNERATION OF THE CONTRIBUTION

The share capital of SE is 1 000 000 FF, divided into 10 000 shares each with a par value of 100 FF.

5.1 In remuneration of the contribution of a net amount of 1 461 056 606.99 FF, TE shall be allocated 7 000 000 fully paid up shares each of a nominal value of 100 FF to be issued by SE as a capital increase.

The new shares issued by SE shall carry enjoyment retrospectively as from 1 January 1994.

They shall be of the same class as former shares and shall be subject to all provisions of the memorandum and articles of association.

The new SE shares shall be negotiable immediately upon the realisation of the capital increase resulting from this contribution, i.e. from the date of the General Meeting of SE which approves the contributions.

5.2 The difference between:

- on the one hand, the value of the net asset contribution made by TE
- and, on the other hand, the par value of the shares effectively created by the increase in SE capital

shall be entered into a "share premium" account in which SE shareholders shall hold rights.

On the basis of the net value of the contribution at 1 461 056 606.99 FF and the remuneration paid by SE of 700 000 000 FF,

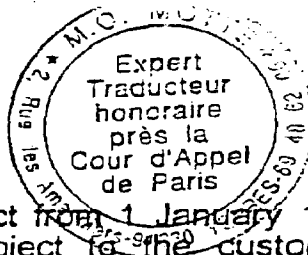
the amount of the share premium comes to: 761 056 606.99 FF.

#### ARTICLE 6 - TITLE TO AND ENJOYMENT OF ASSETS CONTRIBUTED

SE shall have title to and enjoyment of the assets contributed from the date on which the contribution becomes effective, upon fulfilment of the following ~~suspensive~~ conditions.

It is expressly agreed that all asset or liability-related operations concerning the assets and rights contributed and the liabilities assumed, carried out from 1 January 1994 to the date of completion of the contribution, shall be automatically considered as having been carried out on behalf of the recipient company.





## ARTICLE 7 - CHARGES AND CONDITIONS

From the date of completion, and with effect from 1 January 1994, the foregoing contributions are made and accepted subject to the customary charges and conditions applying in fact or in law, and subject to the following conditions:

1. SE shall take the assets and rights contributed as found on the day of completion of the contribution, without right of recourse against the contributing company for any reason whatsoever, and notably for: defects in construction, deterioration of buildings, wear or poor condition of equipment, movable objects and stocks, insolvency of debtors, etc., all buildings occupied being accepted as found.

SE shall purely and simply substitute in all its rights and obligations for TE, which intends to give no other guarantee than that already enjoyed.

2. SE shall be subject to all negative, contractual or legal easements, whether patent or hidden, continuous or discontinuous which may apply to the buildings contributed, reserving the right to refrain therefrom, and to enjoy all active easements which may exist, all at its own risk.

3. SE shall perform all treaties, contracts, agreements and undertakings of whatever nature undertaken by TE in respect of the activities contributed, and all agreements pertaining to movable property contributed or buildings leased, entered into with third parties prior to this agreement.

SE shall maintain until expiry, or terminate at its own expense, all insurance policies and subscriptions pertaining to the assets contributed.

4. SE shall be liable for and pay all taxes, contributions, rents and other charges relating to the period elapsed from 1 January 1994, and shall assume all ordinary or extraordinary costs incurred or arising affecting or likely to affect all the activities contributed, and in particular the invoking of securities set forth in Appendix 15, such that TE shall not be troubled or pursued in respect thereof.

5. SE shall take over from TE as beneficiary of all endorsements, guarantees and securities received by TE in respect of the assets contributed.

SE shall also take over from TE the responsibility for all securities (such as mortgage, pledge, or surety) affecting the assets contributed. SE consequently undertakes to satisfy any claim by creditors seeking to invoke such securities.

6. SE shall be entirely responsible for the continuation or termination of all leases, leasing agreements, rental contracts or occupancy agreements which may have been granted to TE in the operation of all the activities contributed, and shall maintain any such granted by TE, in particular to its employees as an accessory to their contract of employment or pursuant to collective agreements, in respect of employees employed in all of the activities contributed.

7. SE shall take over the contracts of employment of employees employed in all of the activities contributed, under the conditions laid down in article L.122-12 of the Code of Employment. The transfer of contracts of employment shall be deemed to take effect on 1 May 1994.

Also with effect from 1 May 1994, SE shall assume the obligations and charges existing in the field of retirement and provident funds in respect of the various categories of employees of which it is now the employer, and shall take over from TE all obligations to employees and former employees of all categories.

7. SE shall assume responsibility for all obligations which may arise from securities given for loans to TE employees whose contracts of employment have been taken over as set forth above. SE shall maintain, under the same conditions, such loans to employees as may have been made by TE.

SE shall assume all the obligations formerly incumbent on TE with respect to employee profit-sharing and incentive schemes.

8. SE shall have full powers to institute and pursue, in place of the contributing company, any proceedings, legal actions or applications relating to all the activities contributed, and to assume the financial consequences thereof. More particularly, SE may institute all actions and suits in respect of infringement of patent prior to the date of contribution.

9. SE shall comply with all laws, decrees and orders, regulations and customary practices concerning all the activities contributed and shall be responsible for obtaining whatever authorisations may be necessary, all at its own risk.

SE shall comply particularly with current legislation concerning:

- . water pollution
- . air pollution
- . noise pollution
- . establishments classified as dangerous, insanitary and unfit.

10. Should the transfer to SE of certain contracts or certain assets be subject to the agreement or approval of a co-contractor or third party of any sort, the absence of such agreement or approval shall in no way compromise the validity of this contribution. In such circumstances, the contribution shall apply to the product of reimbursement of sums outstanding or to the selling price of the shares or other assets concerned.

Furthermore, should it prove difficult or impossible to transfer certain contracts to SE (either for reasons of difficulty in obtaining the prior agreement of the co-contractor, or because of the problems involved in transferring the payment instruments associated with the contract), TE shall continue to perform such contracts on the orders and on behalf of SE which shall nonetheless be the beneficiary of all sums payable in respect of such contracts, and liable for any risks that may be incurred in their performance.

Finally, it is expressly stipulated that all orders received by TE subsequent to the date of the General Meeting which decides the transfer of activities shall be deemed to be in the name of SE which shall, in consequence, be responsible for performance of such orders, it being stipulated that such special cases shall be treated as set forth in the foregoing paragraph.

11. It is also stipulated that the contribution of property assets to SE shall be authenticated by the lodging of this agreement with Maître MILLIER, Notary of Paris for the contributing company and the beneficiary company, with identification of handwriting and signatures and regularisation of the supplementary deeds required for the transfer of such property assets.

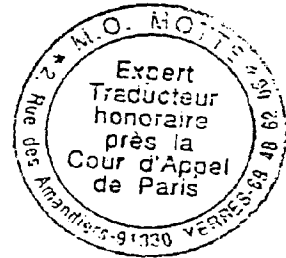
12. It is also stipulated that part of the premises contributed have been leased out by TE, a fact of which SE declares itself to be fully aware.



TRADEMARK

In consequence whereof, as soon as these contributions are effectively made, SE shall be subrogated in the rights and obligations incumbent upon the contributing company in respect of such leases.

Furthermore, TE shall grant SE a commercial lease on the building in Nanterre for a period of 9 years, under conditions to be laid down in a separate agreement.



13. TE shall, on simple request from SE, assist in the drawing up of all supplementary, reiterative or confirmatory deeds concerning this contribution and shall supply whatever supporting documents may be required to carry out the unhindered transfer of the assets contributed.

14. Lastly, SE shall, within the time allotted, complete all notification formalities required in law with respect to the assets and rights concerned by this contribution.

#### ARTICLE 8 - SUSPENSIVE CONDITIONS

This partial contribution of assets is subject to the following suspensive conditions:

- Adoption, before 30 June 1994, by the respective Annual General Meetings of shareholders of TE and SE of the annual accounts at 31.12.1993 and the allocation of 1993 profits.
- Approval of this agreement by the respective Extraordinary General Meetings of shareholders of TE and SE.

Should these two conditions not be met before 30 June 1994, this contribution agreement shall be deemed null and void, with no indemnity due to either party.

#### ARTICLE 9 - FISCAL UNDERTAKINGS

##### a) Registration

In accordance with the provisions of article 301 A of appendix II to the General Code of Taxation, in that this partial contribution of assets applies to a complete and independent business activity in the sense of article 301 E of the same appendix to the aforesaid Code, the parties require its registration according to the special procedure laid down in articles 816, 817 and 817 A of the aforesaid Code, and therefore at a fixed duty of 1220 FF.

##### b) Corporation tax

The parties give notice that the projected contribution between them represents a partial contribution of assets applying to a complete and independent business activity and consequently, pursuant to article 210 B of the General Code of Taxation, have elected to place the contribution under the system of article 210 A of that same code, with respect to corporation tax.

To that end and for its own part, TE undertakes to respect the following prescriptions:

- to retain for a period of five (5) years the securities received in consideration of its contribution,
- subsequently to calculate the capital gains on sales of those same securities by reference to the value, for tax purposes, of the assets contributed as shown in its own accounts.

For its part, SE undertakes to respect the following prescriptions wherever necessary:

- to assume liability for provisions made by TE on which taxation is deferred,



- to calculate the capital gains subsequently realised on the sale of non-depreciable fixed assets hereby contributed, on the basis of the value, for tax purposes, at which they were shown in TE accounts,
- to write back into taxable profits the capital gains realised by the contribution of depreciable assets,
- to show on its balance sheet those other elements contributed, apart from fixed assets, at the value for tax purposes at which they were shown in TE accounts.





c) Assumption of prior fiscal commitments

Furthermore, SE undertakes to assume the profit and/or charge of all commitments of a fiscal nature that may previously have been undertaken by TE on the occasion of merger or "English-style merger" operations or of partial contribution of assets subject to preferential tax treatment in respect of registration fees and/or corporation tax, relating to assets included in this partial contribution of assets.

The same shall apply to undertakings given by TE on the following occasions (this list is not exhaustive):

- the partial contribution of assets to MACHINES ASSEMBLAGE AUTOMATIQUE and applying to a complete and independent branch of activity, "automatic assembly machines", carried out on 17 April 1992,

- the contribution made to TE in the form of a merger with APRIL AUTOMATES, effected following an extraordinary general meeting of shareholders of 30 November 1992,

\*\*

- the contribution made to Mexican company MG SA DE CV involving 73.61% of the shares in Mexican company TELEMECANIQUE MEXICO, effected on 15 June 1993,

- the contribution made to the US company SQUARE D US concerning 22 383 shares in Mexican company MG SA DE CV, effected on 20 June 1993,

- the contribution made to the Canadian company SQUARE D Canada concerning 27 800 shares in Canadian company TELEMECANIQUE CANADA, effected on 22 June 1993,

d) Employers' construction contribution

In respect of the employers' construction contribution, SE declares in accordance with the provisions of article 163 of appendix II of the General Code of Taxation that it assumes responsibility for the investment obligation incumbent on TE on the date of completion of the contribution with respect to the TE employees transferred to SE employment.

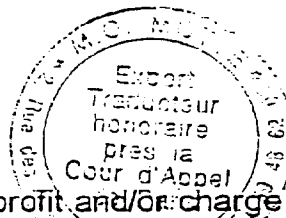
SE further requests its subrogation in all the rights and obligations of TE with respect to this tax and therefore may consequently report the excess investments made by TE, which amounts have been incorporated into its own balance sheet.

e) Value added tax

In respect of value added tax, the parties hereby declare that the projected partial contribution of assets between them should be deemed non-existent as regards the provisions of article 257-7° of the General Code of Taxation.

Each party being liable for the tax in its own right, and the projected partial contribution of assets applying to a complete branch of activity, SE further undertakes to declare for tax all subsequent sales of property investment assets included in the contribution and to proceed, where necessary, to those adjustments laid down in article 210 and 215 of appendix II of the General Code of Taxation that would have been payable had TE continued to use the assets contributed.

\*\* the contribution made to TE in the form of a merger with FITELEM effected following an extraordinary general meeting of shareholders of 30 November 1992.



DM

Equally, and as far as may be necessary, SE declares that it destines for resale assets included in the current assets contributed to it.

In so far as TE may elect to subject all or part of the contributions to taxation in order to make use of any tax credit in its favour, SE undertakes jointly and severally with TE to pay the tax remaining due in this respect in the event of any phased payment of the sums concerned.

In any event, TE shall be exempt from the adjustments laid down in article 210 of appendix II of the General Code of Taxation, either by virtue of the undertakings given by SE or in respect of the assets whose contribution has been subject to tax.

Lastly, in accordance with the provisions of article 271 A 3 of the General Code of Taxation, SE shall have transferred to it any claim upon the Exchequer to which TE may be entitled on the date of completion of the partial contribution and relating to the activity so transferred.

#### ARTICLE 10 - COSTS AND DUTIES

All costs, duties and fees relating to this agreement and any others to which the contribution may give rise shall be borne by SE.

#### ARTICLE 11 - CHOICE OF RESIDENCE

For the performance of this agreement and any acts or minutes arising therefrom, the parties make choice of residence at the respective registered offices of the companies they represent.

#### ARTICLE 12 - DISPUTES

Any difficulty in the interpretation or performance of this agreement shall be settled by the Commercial Court of NANTERRE.

#### ARTICLE 13 - SUNDRY DECLARATIONS

TE hereby declares:

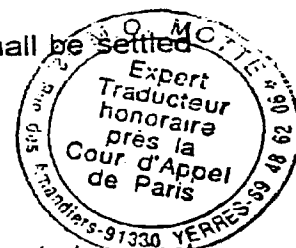
- that no preferential claim or pledge of any sort is at this time held recorded against the business of the TE company concerned by the contribution, as shown by the statements issued by the Clerk of the Commercial Court of NANTERRE. Should any such claims be recorded between this date and the date of completion of the contribution, TE expressly undertakes to obtain release therefrom at its own expense.

- that the TE company is not and has never been in the hands of a receiver or in liquidation.

#### ARTICLE 14 - RENUNCIATION OF VENDOR'S PREFERENTIAL CLAIM AND OF ACTION FOR AVOIDANCE

TE hereby declares its renunciation of the vendor's preferential claim and of action for avoidance.

In consequence whereof, no preferential claim by the vendor of a business shall be recorded nor any preferential claim lodged with the Mortgage Registry for the area in which the buildings contributed are located.

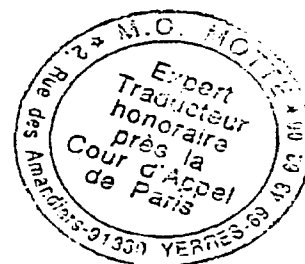


**ARTICLE 15 - DECLARATION OF GOOD FAITH**

The parties hereby declare that this deed expresses the full amount of remuneration for the contribution of the activity concerned.

**ARTICLE 16 - POWERS**

1) Full powers are granted to the bearer of an original, copy or extract of this agreement to carry out all the necessary legal or administrative formalities.

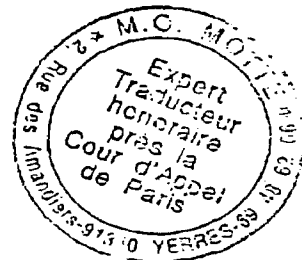


2) Should the accomplishment of certain legal or administrative formalities require the identification of rights or assets transferred which are not specifically enumerated in the attached Appendices, the signatories to this agreement or the legal representatives of the companies or their legal successors are expressly empowered to issue certificates relating to the identification of the rights and/or assets transferred and, more generally, to accomplish any deeds and formalities which may be necessary.

These persons shall also be fully empowered, with power of delegation, to make all declarations and to execute any deeds or formalities which may prove necessary to the transfer of title to or ownership of the assets contributed, and in particular shareholdings and securities in any company.

### ARTICLE 17 - APPENDICES

This agreement includes the following appendices:



- Appendix N° 1: Intangible assets. Goodwill.
- Appendix N° 2: List of principal and secondary establishments.
- Appendix N° 3: List of registered French and European patents.
- Appendix N° 4: List of trademarks registered in France and overseas.
- Appendix N° 5: List of registered designs.
- Appendix N° 6: Leasing, leasing agreements, occupancy agreements.
- Appendix N° 7: Land and buildings - related fixtures and fittings.
- Appendix N° 8: Machinery and equipment, vehicles, office equipment and furniture.
- Appendix N° 9: Assets under construction.
- Appendix N° 10: Investments contributed.
- Appendix N° 11: Supplies, consumable products etc.
- Appendix N° 12: Trade notes and receivables.
- Appendix N° 13: Other receivables and assets contributed.
- Appendix N° 14: Liabilities.
- Appendix N° 15: Off-balance sheet commitments (for information).

Drawn up in Paris on 28 March 1994  
in fourteen original copies

Copy corresponding to the  
original in French

For TE  
Mr. H. SIMON

Certifié conforme à l'original  
en Français n° 26074  
Visé par moi ne varietur  
Le 18. 9. 1995

Philippe BOUGON  
For SE  
Mr. R. JEANTEUR

Certifié la... de la

*[Signature]*  
Philippe BOUGON  
TRADEMARK

## Marques à l'étranger : dépôts nationaux

Nom	Pays	Date dépôt/renouv.	N° dépôt	N° enregistr.
TE TELEMECANIQUE	SUEDE	20/10/1992		N° 140 989
TELESTATIC	SUEDE	31/12/1984		N° 111 700
TELWAY	SUEDE	28/03/1984		N° 199 395
TSX 7	SUEDE	19/03/1984	N° 84-2519	N° 195 031
X CIMTEL	SUEDE	26/11/1990	N° 84-2209	N° 250 701
X-PLUS	SUEDE	04/12/1990	N° 90-10843	
X-TEL	SUEDE	05/12/1991	N° 91-10461	
TE	SUISSE	16/08/1989		N° 377 787
TE TELEMECANIQUE	SYRIE	30/04/1986		N° 009 076
ALTIVAR	TAIWAN	31/12/1986	N° 75/64741	N° 371 583
COFFRET + vignette	TAIWAN	27/03/1986	N° 75/13742	N° 350 352
COFFRET + vignette	TAIWAN	18/01/1983	N° 72/01916	N° 322 853
d	TAIWAN	27/06/1989	N° 78/30167	N° 495 312
TE TELEMECANIQUE	TAIWAN	27/03/1986	N° 75/13741	N° 367 388
TE TELEMECANIQUE	TAIWAN	27/03/1986	N° 75/13743	N° 348 327
TE TELEMECANIQUE	TAIWAN	18/01/1983	N° 72/01915	N° 322 852
TELWAY	TAIWAN	30/04/1986	N° 75/20498	N° 023 216
TSX 7	TAIWAN	30/04/1986	N° 75/20497	N° 346 632
d	THAILANDE	22/06/1989	N° 190 864	N° 133 345
TE TELEMECANIQUE	THAILANDE	30/09/1986	N° 159 260	N° 109 123
d	TUNISIE	03/05/1989	N° EE 89.0402	N° EE 89.0402
TE TELEMECANIQUE	TUNISIE	19/11/1991		N° EE 91 1000
TE TELEMECANIQUE	TURQUIE	14/09/1991		N° 129 165
d	TURQUIE	27/04/1989	N° 03088/89	N° 111 777
TE TELEMECANIQUE	UKRAINE	12/10/1991		N° 1917
TE TELEMECANIQUE	URUGUAY	21/05/1992		N° 1 700 193
ALTISTART	U.S.A.	28/11/1989	N° 253 627	N° 1 176 970
ALTIVAR	U.S.A.	12/02/1980	N° 005 814	N° 1 545 182
CANALIS	U.S.A.	24/03/1988	N° 249 955	N° 1 767 226
d	U.S.A.	03/05/1989	N° 718 583	N° 1 582 499
DYNAMIC QUALITY	U.S.A.	16/11/1988	N° 797 507	N° 1 293 540
EMBALLAGE JETABLE	U.S.A.	18/03/1982	N° 764 044	
FIPIO	U.S.A.	30/06/1992	N° 355 225	
FIPWAY	U.S.A.	26/08/1991	N° 289 917	
INDUCTEL	U.S.A.	28/09/1988	N° 198 061	
INTEGRAL 32	U.S.A.	08/04/1983	N° 755 054	
K-SYSTEM	U.S.A.	28/05/1990	N° 420 813	
LOXSWITCH	U.S.A.	05/07/1975	N° 043 317	
MAG-SWITCH	U.S.A.	18/02/1975		N° 1 744 302
MAPWAY	U.S.A.	16/12/1991		N° 1 382 037
MMX	U.S.A.	26/05/1992		N° 0 608 247
RECTIVAR	U.S.A.	13/08/1975		N° 1 005 026
ROWAN	U.S.A.	17/01/1985		
R B DENISON	U.S.A.	17/01/1985		N° 1 058 287
				N° 1 381 115
				N° 1 390 575

### Marques à l'étranger : dépôts nationaux

Nom	Pays	Date dépôt/reouv.	N° dépôt	N° enregist.
TBX	U.S.A.	26/05/1992	N° 279 573	
TE	U.S.A.	29/07/1976	N° 094 886	N° 1 095 773
TE TELEMECANIQUE	U.S.A.	03/02/1975	N° 043 349	N° 1 049 948
TELEMECANIQUE	U.S.A.	06/07/1970	N° 364 452	N° 0 978 479
TELEQUICK	U.S.A.	19/04/1974	N° 019 210	N° 1 029 916
TELESTATIC	U.S.A.	08/12/1984		N° 0 781 332
TELWAY	U.S.A.	02/04/1984	N° 473 377	N° 1 350 405
TSX 7	U.S.A.	19/03/1984	N° 471 119	N° 1 369 843
TUCHSWITCH	U.S.A.	28/04/1990		N° 0 889 989
X CIMTEL	U.S.A.	19/12/1990	N° 125 207	N° 1 791 318
X7	U.S.A.	29/01/1991	N° 135 106	N° 1 727 152
X-PLUS	U.S.A.	29/01/1991	N° 135 144	
X-TEL	U.S.A.	01/02/1992	N° 234 708	N° 1 762 539
X-WAY	U.S.A.	27/08/1990	N° 091 096	
ALTIVAR	VENEZUELA	09/12/1986	N° 017 424	N° 138 574
ALTIVAR	VENEZUELA	09/12/1986	N° 017 424	N° 138 573
CANALIS	VENEZUELA	26/11/1991	N° 017 423	N° 083 402 F
d	VENEZUELA	05/05/1989	N° 006 592	
EMBALLAGE JETABLE	VENEZUELA	09/11/1982	N° 82.09568	N° 115 652-F
PREFADIS	VENEZUELA	09/06/1978	N° 003 596	N° 096 213-F
PREFADIS	VENEZUELA	01/08/1978	N° 004 862	N° 015 773-D
TE	VENEZUELA	16/07/1987	N° 87.09992	N° 026 553
TE	VENEZUELA	16/07/1987	N° 87.09996	N° 142 284
TE	VENEZUELA	16/07/1987	N° 87.09994	N° 142 282
TE	VENEZUELA	17/07/1987	N° 87.09993	N° 142 281
TE	VENEZUELA	16/07/1987	N° 87.09995	N° 142 283
TE TELEMECANIQUE	VENEZUELA	02/02/1992		N° 084 091-F
TE TELEMECANIQUE	VENEZUELA	23/07/1987	N° 87.10470	N° 084 090-F
TE TELEMECANIQUE	VENEZUELA	23/07/1987	N° 87.10471	N° 142 390
TE TELEMECANIQUE	VENEZUELA	23/07/1987	N° 87.10469	N° 142 391
TE TELEMECANIQUE	VENEZUELA	16/04/1975	N° 75.01981	N° 026 590
TELEQUICK	VENEZUELA	13/11/1978	N° 007 390	N° 092 698-F
TELESTATIC	VENEZUELA	18/09/1991	N° 4930	N° 102 596-F
TE TELEMECANIQUE	VIET-NAM	24/05/1989	N° 310/89	N° 4650
TE TELEMECANIQUE	ZIMBABWE	24/05/1989	N° 309/89	N° B 310/89
TE TELEMECANIQUE	ZIMBABWE	24/05/1989	N° 309/89	N° B 309/89

RT  
/

**SCHNEIDER ELECTRIC**  
A Corporation with a Capital of 2,501,000,000 Francs  
With headquarters at 40 Avenue Andre Morizet, 92100 Boulogne Billancourt  
RCS Nanterre B 954 805 439  
SIRET 956 503 439 00039  
APE 312A

**COMBINED ORDINARY and EXTRAORDINARY  
GENERAL ASSEMBLY  
of NOVEMBER 15, 1994**

**ABSTRACT OF THE MINUTES**

In the year nineteen hundred and ninety four, on **TUESDAY, NOVEMBER 15**, at 3:00 PM, the Shareholders of **SCHNEIDER ELECTRIC**, a Corporation with a Capital of 2,501,000,000 Francs, divided in 25,010,000 shares of 100 Francs each, met in a **COMBINED ORDINARY AND EXTRAORDINARY GENERAL ASSEMBLY**, at 64-70 Avenue Jean-Baptiste Clement, 92100 Boulogne Billancourt, upon official notification by the Board of Directors, pursuant to Article 29 of the by-laws.

An attendance sheet was established, to which were attached the authorizations of shareholders represented by proxies, and which was initialed upon entry by all shareholders present and all proxies of represented shares.

Mr. Didier **PINEAU-VALENCIENNE**, Chairman and President, presides at the Assembly. He recognizes as vote counters the two largest shareholders that are present and accept, namely:

Mr. Marc **GLENARD**, on behalf of **MERLIN GERIN** and **TELEMECANIQUE**,

Mr. Michel **STAIB**, on his own behalf and on behalf of **SCHNEIDER SA**.

The panel thus constituted designates Mr. Paul **JAHAN** as Secretary of the Assembly.

The attendance sheet signed by the shareholders enables to verify that the number of shares belonging to shareholders who are present or represented, and who are not prohibited from voting pursuant to the provisions of the Law and the by-laws, is 25,009,998 (twenty five million nine thousand nine hundred ninety eight). This attendance sheet is certified by the Panel Members.

The Assembly, which thus includes more than one fourth of the capital for resolutions of an Ordinary General Assembly, and more than one third of the capital for resolutions of an Extraordinary General Assembly, is declared regularly constituted.

The President also notes the presence at the Assembly of Mr. Michel **BOUSQUET**, Commissioner for both splits and mergers. Mr. Maurice **MEYARA**, also Commissioner for mergers, **BARBIER FRINAULT & others** and **BEFEC MULQUIN & Associates**, Auditors of the Corporation, who were prevented, have been excused.

.....  
The President then reminds that the agenda includes:

OF THE COMPETENCY OF THE EXTRAORDINARY GENERAL ASSEMBLY  
.....

- Change of company name - Modification of Article 2 of the by-laws.

.....  
Various questions are asked to the President, who answers them and, as no one else requests to be heard, calls for a vote on the following resolutions in the Agenda, in sequence:

RESOLUTIONS

OF THE COMPETENCY OF THE EXTRAORDINARY GENERAL ASSEMBLY  
.....

SEVENTH RESOLUTION

The General Assembly decides that, from this day forward, the Company shall have the following name: "SCHNEIDER ELECTRIC SA".

Consequently, Article 2 of the by-laws shall read from now on as follows:

*"Article 2*

*"*

*"Its name is SCHNEIDER ELECTRIC SA."*

This resolution is adopted unanimously.

.....  
ABSTRACT CERTIFIED TRUE  
THE SECRETARY OF THE ASSEMBLY

//signature//



# SCHNEIDER ELECTRIC SA

Public Limited Company with capital of 2,700,164,100 French francs  
Registered Office : 40, avenue André Morizet 92100 BOULOGNE BILLANCOURT  
Registered in the Nanterre Register of Commerce and Companies  
under the number : 954 503 439  
SIRET 954 503 439 00059  
APE 312A

FRANCISE  
0102171  
20 Mars 2000

## EXTRACT FROM THE MINUTES OF THE ORDINARY AND EXTRAORDINARY JOINT GENERAL MEETING DULY CONVENED AND HELD ON MAY 7th, 1999

On Friday the 7th day of May in the year one thousand nine hundred and ninety-nine at 10:30 am, the shareholders of **SCHNEIDER ELECTRIC SA**, Public Limited Company with capital of 2,700,164,100 French francs, divided into 27 001 641 shares of 100 French francs each, assembled for an **ORDINARY AND EXTRAORDINARY JOINT GENERAL MEETING**, held at 64/70, avenue Jean-Baptiste Clément 92100 Boulogne Billancourt, upon formal notice of meeting given to them by the Board of Directors, pursuant to Clause 29 of the articles of association.

An attendance list was drawn up and to which were appended the powers of attorney given by the shareholders represented by proxies, which list was signed by all the shareholders present and by all the proxies of the represented shares at the time of their arrival for the meeting.

Mr Henri **LACHMANN**, Chairman and Managing Director, presided over the meeting. He called upon the following two shareholders present and representing the largest number of shares, to perform the functions of Scrutineers, which functions they agreed to perform :

Mr Jean-François **PILLIARD** on his own behalf and on behalf of **SCHNEIDER SA**,  
and Mr Jean-Louis **ANDREU**.

The committee thus set up designated Mr Philippe **BOUGON** for performing the functions of Secretary to the meeting.

The attendance list, signed by the shareholders, allowed to establish that the number of the shares belonging to the shareholders present or represented and not deprived of voting rights under the provisions of law and the articles of association, stood at 27 001 641 (twenty-seven million one thousand six hundred and forty-one). The Members of the Committee certified this attendance list correct.

The Meeting having thus gathered over one-quarter of the registered capital for the passing of the resolutions falling within the competence of Ordinary General Meeting, over one-third of the registered capital for the passing of the resolutions falling within the competence of Extraordinary General Meeting, after deduction of the shares deprived of voting rights pursuant to law and the articles of association, was declared duly formed.

The Auditors, the Merger Surveyor and the Statutory Appraiser and Division Surveyor, prevented from attending, were excused.

The Chairman then announced that the items on the agenda include :

**AS FALLING WITHIN THE COMPETENCE OF EXTRAORDINARY GENERAL MEETING**

- Change of the company's name.

Several remarks were made and then no one having asked any more to be allowed to speak, the Chairman put successively to the vote the following resolutions appearing on the Agenda of the meeting :

**RESOLUTIONS**

**AS FALLING WITHIN THE COMPETENCE OF EXTRAORDINARY GENERAL MEETING**

**THIRTEENTH RESOLUTION**

The General Meeting, after having heard read the Board of Directors' report :

- decided to change the company's name and to adopt the following name :  
" SCHNEIDER ELECTRIC INDUSTRIES SA. "

This decision shall become effective as from this day.

- decided to make the corresponding amendment to Clause 2 of the articles of association. Said clause shall henceforth read as follows :

*" Clause 2  
The name of the Company is : SCHNEIDER ELECTRIC INDUSTRIES SA. "*

However, during a transitional period lasting one month as from this day, the company may use the two names, former and new.

This resolution was passed unanimously.

**CERTIFIED TRUE EXTRACT  
THE SECRETARY TO THE MEETING**

**Signed Philippe BOUGON**

FRANÇOISE  
0003170  
20 mars 2000

nombre de pages - 2



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**TRANSFER OF OWNERSHIP DOCUMENT**

Commissioner of Patents and Trademarks  
Washington, DC 20231

Sir:

Please take notice that La Telemecanique Electrique, the registered owner of the Tuchswitch trademark transferred its ownership interest to Telemecanique.

Please take further notice that Telemecanique transferred its ownership interest to Schneider Electric.

Please take further notice that Schneider Electric transferred its ownership interest to Schneider Electric SA.

Please take further notice that Schneider Electric SA transferred its ownership interest to Schneider Electric Industries SA.

Please accept the enclosed documents listed below as proof of the transfer of ownership for the above-identified companies:

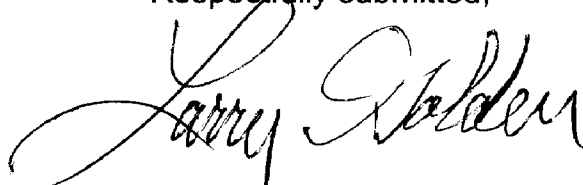
1. Extract from the Minutes of the Joint General Meeting Duly Convened and Held on April 24, 1989 as proof of the transfer of ownership interest from La Telemecanique Electric to Telemecanique;
2. Relevant parties of the Contract of Contribution as proof of the transfer of ownership interest from Telemecanique to Schneider Electric;
3. Abstract of the Minutes from the Combined Ordinary and Extraordinary General Assembly of November 15, 1994 as proof of the transfer of ownership interest from Schneider Electric to Schneider Electric SA; and

4. Extract from the Minutes of the Ordinary and Extraordinary Joint General Meeting Duly Convened and held on May 7, 1999 as proof of the transfer of ownership interest from Schneider Electric SA to Schneider Electric Industries SA.

The undersigned respectfully requests that the Tuchswitch trademark be reassigned from La Telemecanique Electrique to Schneider Electric Industries SA. based on the foregoing information.

The Commissioner is hereby authorized to charge any fees which may be due concerning this transfer of ownership to Account No. 19-3875.

Respectfully submitted,



Larry I. Golden  
Reg. No. 29,068

Square D Company  
Executive Plaza  
1415 S. Roselle Road  
Palatine, IL 60067  
Telephone: (847) 925-3454

Date: 6-26-2000

<p>CERTIFICATE OF MAILING (37 CFR 1.8a)</p> <p>I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.</p> <p>Date: <u>6/26/2000</u></p> <p><u>BARBARA J OLSON</u> (Type or print name of person mailing paper)</p> <p><u>Barbara J Olson</u> (Signature of person mailing paper)</p>
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