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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)

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102174356

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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):
HEART INTERFACE CORPORATION
7.29.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Washington
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Name: XANTREX TECHNOLOGY USA INC.
Internal Address:
Street Address: Suite No. 3, Stafford House, The Garrison
City: St. Michael Country: Barbados

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State of Washington
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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: May 23, 2000

4. Application Number(s) or Registration Number(s).
A. Trademark Application No(s):
B. Trademark Registration No(s): 1,989,079

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Paul W. Vapnek, Esq.
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

07/31/2002 TDIAZ1 00000084 201430 1989079
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6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41): \$40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 20-1430
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Paul W. Vapnek *Paul W. Vapnek* *July 22, 2002*
Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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 certificate that according to records on file in this office,

Articles of Merger between

XANTREX TECHNOLOGY USA INC

a Washington corporation

**CRUISING EQUIPMENT COMPANY, AND
HEART INTERFACE CORPORATION**

Both Washington corporations, whereby

XANTREX TECHNOLOGY USA INC

is the surviving corporation, under the name of

XANTREX TECHNOLOGY USA INC

were received and filed in this office on May 25, 2000.

Date: May 30, 2000

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



Ralph Munro, Secretary of State

200 014

ARTICLES OF MERGER

CRUISING EQUIPMENT COMPANY
AND
HEART INTERFACE CORPORATION

FILED
STATE OF WASHINGTON
MAY 25 2000
RALPH MUNRO
SECRETARY OF STATE

WITH AND INTO

XANTREX TECHNOLOGY USA, INC.

In accordance with RCW 23B.11.050, these Article of Merger are executed and delivered for the purpose of merging CRUISING EQUIPMENT COMPANY, a Washington corporation, and HEART INTERFACE CORPORATION, a Washington corporation, into XANTREX TECHNOLOGY USA, INC., a Washington corporation.

(1) The constituent corporations in the merger (the "Merger") are CRUISING EQUIPMENT COMPANY, a Washington corporation, HEART INTERFACE CORPORATION, a Washington corporation, and XANTREX TECHNOLOGY USA, INC., a Washington corporation; the name of the surviving corporation is XANTREX TECHNOLOGY USA, INC., a Washington corporation.

(2) An Agreement and Plan of Merger dated as of May 23, 2000 has been approved, adopted, and executed by each of the constituent corporations and is attached hereto as Exhibit A and incorporated herein by reference.

(3) XANTREX TECHNOLOGY USA, INC. owns one hundred percent (100%) of CRUISING EQUIPMENT COMPANY and HEART INTERFACE CORPORATION; as such, the shareholders of the constituent corporations were not required to approve the merger in accordance with Section 23B.011.040 of the Washington Business Corporation Act; rather, the Board of Directors of XANTREX TECHNOLOGY USA, INC. approved the above-mentioned Agreement and Plan of Merger on May 23, 2000.

(4) The sole shareholder of CRUISING EQUIPMENT COMPANY and HEART INTERFACE CORPORATION, being XANTREX TECHNOLOGY USA, INC., waived its right to be mailed a copy of the above-referenced Agreement and Plan of Merger.

The Merger shall become effective on the date on which these Articles of Merger are filed by the Secretary of State of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed as of this 23rd day of May, 2000

XANTREX TECHNOLOGY USA, INC.
a Washington corporation

By: William Cyr
William Cyr, Treasurer

Exhibit A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of the 23rd day of May, 2000 by and between CRUISING EQUIPMENT COMPANY, a Washington corporation (a "Subsidiary"), HEART INTERFACE CORPORATION, a Washington corporation (a "Subsidiary"), and XANTREX TECHNOLOGY USA, INC. a Washington corporation ("Xantrex US") (collectively, the "Constituent Corporations"), with reference to the following facts:

A. Xantrex US owns one hundred percent (100%) of the issued and outstanding shares of the common stock of each Subsidiary. There is no other class of stock authorized by either Subsidiary.

B. Each of the Constituent Corporations has adopted the plan of merger embodied in this Agreement, and the Constituent Corporations and their respective boards of directors deem it advisable and in the best interest of each of the Constituent Corporations that each Subsidiary be merged with and into Xantrex US pursuant to RCW 23B.11.040.

NOW, THEREFORE, the Constituent Corporations do hereby agree to merge, on the terms and conditions herein provided, as follows:

1. The Merger. Each Subsidiary shall be merged into Xantrex US in accordance with and governed by the applicable laws of the State of Washington, including RCW 23B.11.040 (the "Merger"). Xantrex US shall be the surviving corporation.

2. Effective Date. The "Effective Date" of the Merger shall be, and such term as used herein shall mean, 5:00 p.m., Seattle, Washington time, on the day on which Articles of Merger in substantially the form attached hereto as Exhibit A are filed in the office of the Secretary of State of the State of Washington after satisfaction of the requirements of applicable laws prerequisite to such filing.

3. Share Cancellation. On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof (being Xantrex US) all of the issued and outstanding shares of the common stock of each Subsidiary shall be cancelled.

4. Effect of the Merger.

4.1 Rights, Privileges, Etc. On the Effective Date, Xantrex US, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Constituent Corporations; all property

of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in Xantrex US without further act or deed; Xantrex US will automatically assume all obligations of each Subsidiary under any and all employee benefit plans in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and such debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or attach to, as the case may be, Xantrex US, and may be enforced against Xantrex US to the same extent as if all of such debts, liabilities, obligations and duties had been incurred or contracted by it.

4.2 Articles of Incorporation and Bylaws. The Articles of Incorporation of Xantrex US as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Articles of Incorporation of Xantrex US without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of Xantrex US as in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Bylaws of Xantrex US without change or amendment until thereafter amended in accordance with the provisions thereof, the Articles of Incorporation of Xantrex US and applicable laws.

4.3 Directors and Officers. The directors and officers of Xantrex US shall be the directors and officers of Xantrex US on the Effective Date, and such directors and officers shall serve until they are removed or replaced in accordance with the Articles of Incorporation and Bylaws of Xantrex US

4.4 Further Action. From time to time, as and when requested by Xantrex US, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as Xantrex US, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to Xantrex US, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

5. Termination; Amendment.

5.1 Termination Provision. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the merger abandoned:

(a) Upon written notice at any time prior to the Effective Date by mutual consent of the Constituent Corporations; or

(b) If there exists a suit, action, or other proceeding commenced, pending or threatened, before any court or other governmental agency of the federal or state government, in which it is sought to restrain, prohibit or otherwise adversely affect the consummation of the Merger contemplated hereby.

5.2 Amendment Provisions. Anything contained in this Agreement notwithstanding, this Agreement may be amended or modified in writing at any time prior to the Effective Date.

IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolutions of the Board of Directors of each of the Constituent Corporations, is hereby executed on behalf of each of the Constituent Corporations by their respective officers thereunto duly authorized.

CRUISING EQUIPMENT COMPANY

By: /s/ Bart Tichelman
Its: President

HEART INTERFACE CORPORATION

By: /s/ Bart Tichelman
Its: President

XANTREX TECHNOLOGY USA, INC.

By: /s/ Bart Tichelman
Its: President