

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 09/15/1995 | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | Advanced Energy Industries, Inc. | | 09/15/1995 |
| | | | Entity Type |
| | | | CORPORATION: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | Advanced Energy Industries, Inc. | | |
| Street Address: | 1625 Sharp Point Drive | | |
| City: | Fort Collins | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80525-9769 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 2398930 | Z'SCAN |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (720)536-4910 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 720-536-4906 | | |
| Email: | shane@neugeborenlaw.com | | |
| Correspondent Name: | Shane Percival | | |
| Address Line 1: | 2576 Fairfax St. | | |
| Address Line 2: | Suite 200 | | |
| Address Line 4: | Boulder, COLORADO 80302 | | |
| ATTORNEY DOCKET NUMBER: | AETM2010-005US | | |
| NAME OF SUBMITTER: | Percival, Shane | | |
| Signature: | /Shane Percival/ | | |

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Date:

04/06/2011

Total Attachments: 16

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**CERTIFICATE OF OWNERSHIP
AND MERGER
OF**

**Advanced Energy Industries, Inc.
a Colorado corporation
INTO
Advanced Energy Industries, Inc.
a Delaware corporation**

Advanced Energy Industries, Inc., a Colorado corporation (the "Company"), DOES HEREBY CERTIFY as follows in accordance with Section 253 of the Delaware General Corporation Law:

FIRST: The Company owns 100% of the issued and outstanding stock of Advanced Energy Industries, Inc., Delaware corporation ("AEI-Delaware").

SECOND: That, at a meeting of the Board of Directors, held on August 31, 1995 of the Company adopted the following resolutions by unanimous written consent:

RESOLVED, that the Company shall be reincorporated as a Delaware corporation by effecting a merger (the "Merger") of the Company with and into AEI-Delaware, in which each outstanding share of the Company's Common Stock shall be converted into one (1) share of AEI-Delaware's Common Stock having \$0.001 par value per share.

RESOLVED FURTHER, that an Agreement and Plan of Merger between the Company and AEI-Delaware providing for the Merger (the "Agreement and Plan of Merger") in substantially the form attached hereto as *Exhibit A* be, and such Agreement and Plan of Merger hereby is, adopted and approved as a plan of reorganization of the Company within the provisions of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

RESOLVED FURTHER, that the President, the Treasurer or any Vice President and the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized and directed to execute and deliver the Agreement and Plan of Merger on behalf and in the name of the Company and to affix the corporate seal of the Company thereto and to attest the same, with such changes therein and additions thereto as may be approved by the officers of the Company executing the same, such approval to be evidenced conclusively by his or their execution thereof.

THIRD: The aforesaid merger and Agreement and Plan of Merger have been adopted and approved and Articles of Merger have been adopted, executed, verified and filed in accordance with the laws of the State of Colorado.

FOURTH: The Certificate of Incorporation of AEI-Delaware shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 1625 Sharp Point Drive, Fort Collins, Colorado 80525-9769.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished on request and without cost to any stockholder of any constituent corporation.

SEVENTH: The Effective Date of the Agreement and Plan of Merger and the filing of this Certificate of Ownership and Merger will be September 15, 1995.

Executed and verified this 15th day of September, 1995.

ADVANCED ENERGY INDUSTRIES, INC.
A Colorado corporation

By: 
Douglas S. Schatz
President

ATTEST:



G. Brent Backman
Secretary

EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made as of September 15, 1995, by and between **ADVANCED ENERGY INDUSTRIES, INC.**, a Colorado corporation ("AEI-Colorado"), and **ADVANCED ENERGY INDUSTRIES, INC.**, a Delaware corporation ("AEI-Delaware;" AEI-Colorado and AEI-Delaware, collectively, the "Constituent Corporations").

The authorized capital stock of AEI-Colorado consists of 10,000,000 shares of Common Stock, \$0.001 par value. The authorized capital stock of AEI-Delaware, upon effectuation of the transactions set forth in this Merger Agreement, will consist of 10,000,000 shares of Common Stock, \$0.001 par value.

The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that AEI-Colorado merge with and into AEI-Delaware upon the terms and conditions provided herein.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that AEI-Colorado shall merge with and into AEI-Delaware on the following terms, conditions and other provisions:

I. TERMS AND CONDITIONS

1.1 Merger. AEI-Colorado shall be merged with and into AEI-Delaware (the "Merger"), and AEI-Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon filing of this Agreement with the Secretaries of State of Delaware and Colorado (the "Effective Date").

1.2 Succession. On the Effective Date, AEI-Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of AEI-Colorado, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, thereafter shall be the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in

either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not been consummated, except as they may be modified with the consent of such creditors, and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Common Stock of AEI-Colorado and AEI-Delaware. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their respective stockholders, (i) each share of Common Stock of AEI-Colorado issued and outstanding immediately prior thereto shall be combined, changed and converted into one (1) share of Common Stock of AEI-Delaware, in each case fully paid and nonassessable, and (ii) each share of Common Stock of AEI-Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of Common Stock of AEI-Colorado shall be deemed for all purposes to evidence ownership of and to represent the shares of AEI-Delaware into which the shares of AEI-Colorado represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distribution upon the shares of AEI-Delaware evidenced by such outstanding certificate as above provided.

1.6 Options. On the Effective Date, if any options or rights granted under the 1993 Stock Option Plan as amended and restated by the 1995 Stock Option Plan of AEI-Colorado remain outstanding, then the Surviving Corporation will assume the outstanding and unexercised portions of such options shall be changed and converted into options to purchase Common Stock of AEI-Delaware, such that an option to purchase one (1) share of Common Stock of AEI-Colorado shall be converted into an option to purchase, respectively, one (1) share of Common Stock of AEI-Delaware. No other changes in the terms and conditions of such options will occur.

1.7 Warrants. On the Effective Date, the Surviving Corporation will assume the outstanding warrants to purchase Common Stock of AEI-Colorado, and the outstanding and unexercised portions of all outstanding warrants to purchase Common Stock of AEI-Colorado shall be combined, changed and converted into warrants to purchase Common Stock of AEI-Delaware such that a warrant to purchase one (1) share of AEI-Colorado Common Stock shall

be converted into a warrant to purchase one (1) share of the Common Stock of AEI-Delaware. No other changes in the terms and conditions of such warrants will occur.

1.8 Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of AEI-Colorado under any and all employee benefit plans in effect as of such date with respect to which employee rights or accrued benefits are outstanding as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation of AEI-Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law. The Bylaws of AEI-Delaware in effect on the Effective Date shall continue to be the Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.2 Directors. Douglas S. Schatz, G. Brent Backman, Richard P. Beck, Jon D. Tompkins and Elwood Spedden shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of AEI-Delaware immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

III. MISCELLANEOUS

3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, the Surviving Corporation shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and the Surviving Corporation shall take or cause to be taken such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of AEI-Colorado and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of AEI-Colorado or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the stockholders of AEI-Colorado, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the stockholders of AEI-Colorado, the principal terms may not be amended without the further approval of the stockholders of AEI-Colorado) as may be determined in the judgment of the respective Board of Directors of AEI-Delaware and AEI-

Colorado to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the stockholders of AEI-Colorado in accordance with applicable provisions of the Colorado Business Corporation Act; and

(b) AEI-Colorado, as sole stockholder of AEI-Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

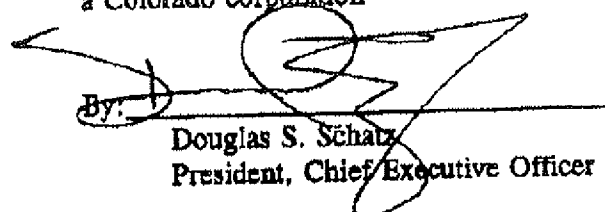
(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of AEI-Colorado to be material to consummation of the Merger shall have been obtained.


3.4 Abandonment or Deferral. Notwithstanding the approval of this Merger Agreement by the stockholders of AEI-Colorado or AEI-Delaware, at any time before the Effective Date, (a) this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either AEI-Colorado or AEI-Delaware or both, including by reason of a determination, in the sole discretion of either Board of Directors, that holders of an unacceptable number of shares intend to exercise their statutory appraisal rights pursuant to Sections 7-113-101 through 7-113-302 of the Colorado Business Corporation Act, or (b) the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of AEI-Colorado and AEI-Delaware, such action would be in the best interests of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or their respective Board of Directors or stockholders with respect thereto, except that AEI-Colorado shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

3.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

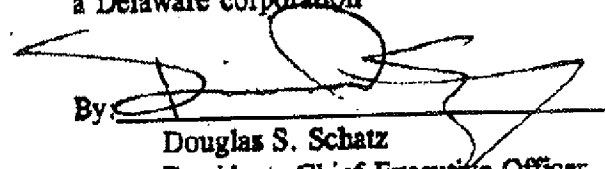
IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of AEI-Colorado and AEI-Delaware, hereby is executed on behalf of each such corporations and attested by their respective officers thereunto duly authorized.


ADVANCED ENERGY INDUSTRIES, INC.,
a Colorado corporation

By: 
Douglas S. Schatz
President, Chief Executive Officer

ATTEST:

G. Brent Backman
Secretary

ADVANCED ENERGY INDUSTRIES, INC.
a Delaware corporation

By: 
Douglas S. Schatz
President, Chief Executive Officer

ATTEST:

G. Brent Backman
Secretary

RESTATED CERTIFICATE OF INCORPORATION
OF
ADVANCED ENERGY INDUSTRIES, INC.

Advanced Energy Industries, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

1. The name of the corporation is Advanced Energy Industries, Inc. The date of filing of its original Certificate of Incorporation with the Secretary of State was Friday, September 1, 1995.

2. This Restated Certificate of Incorporation has been duly adopted in accordance with Sections 228, 242 and 245 of the Delaware General Corporation Law.

3. This Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this corporation by restating the text of the original Certificate of Incorporation in full to read as follows:

I.

The name of this corporation is **ADVANCED ENERGY INDUSTRIES, INC.**

II.

The address, including street, number, city, and county, of the registered office of the corporation in the State of Delaware is 32 Loockerman Square, Suite L-100, City of Dover 19904, County of Kent; and the name of the registered agent of the corporation in the State of Delaware at such address is The Prentice-Hall Corporation System, Inc.

III.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law.

IV.

A. This corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the corporation is authorized to issue is thirty-one million (31,000,000) shares. Thirty million (30,000,000) shares shall be Common Stock, each having a par value of one-tenth of one cent

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(\$.001). One million (1,000,000) shares shall be Preferred Stock, each having a par value of one-tenth of one cent (\$.001). Effective upon filing of this Restated Certificate of Incorporation, each one (1) share of the Company's Common Stock shall be split into three (3) shares of Common Stock. Following such split the par value of each share of capital stock shall continue to be \$.001.

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, by filing a certificate (a "Preferred Stock Designation") pursuant to the Delaware General Corporation Law, to fix or alter from time to time the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions of any wholly unissued series of Preferred Stock, and to establish from time to time the number of shares constituting any such series or any of them; and to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased in accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

V.

For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation, of its directors and of its stockholders or any class thereof, as the case may be, it is further provided that:

A.

(1) The management of the business and the conduct of the affairs of the corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed exclusively by one or more resolutions adopted by the Board of Directors.

(2) Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, directors shall be elected at each annual meeting of stockholders for a term of one year. Each director shall serve until his successor is duly elected and qualified or until his death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(3) Subject to the rights of the holders of any series of Preferred Stock, no director shall be removed without cause. Subject to any limitations imposed by law, the Board of Directors or any individual director may be removed from office at any time with cause by the affirmative vote of the holders of a majority of the voting power of all the then-outstanding shares of voting stock of the corporation, entitled to vote at an election of directors (the "Voting Stock").

(4) Subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors, shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders, except as otherwise provided by law, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified.

B.

(1) Subject to paragraph (h) of Section 43 of the Bylaws, the Bylaws may be altered or amended or new Bylaws adopted by the affirmative vote of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of the Voting Stock. The Board of Directors shall also have the power to adopt, amend, or repeal Bylaws.

(2) The directors of the corporation need not be elected by written ballot unless the Bylaws so provide.

(3) Special meetings of the stockholders of the corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive Officer, or (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption), and shall be held at such place, on such date, and at such time as the Board of Directors shall fix.

(4) Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the corporation shall be given in the manner provided in the Bylaws of the corporation.

VI.

A. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

B. Any repeal or modification of this Article VI shall be prospective and shall not affect the rights under this Article VI in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

VII.

A. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, except as provided in paragraph B. of this Article VII, and all rights conferred upon the stockholders herein are granted subject to this reservation.

B. Notwithstanding any other provisions of this Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of the Voting Stock required by law, this Certificate of Incorporation or any Preferred Stock Designation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of the Voting Stock, voting together as a single class, shall be required to alter, amend or repeal Articles VI or VII.

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IN WITNESS WHEREOF, said Advanced Energy Industries, Inc. has caused this Certificate to be signed by Douglas S. Schatz, its President, this 18th day of September, 1995.

ADVANCED ENERGY INDUSTRIES, INC.

By 

Douglas S. Schatz
President, Chief Executive Officer,
and Chairman of the Board

CERTIFICATE OF INCORPORATION
OF
ADVANCED ENERGY INDUSTRIES, INC.

The undersigned, a natural person (the "Sole Incorporator"), for the purpose of organizing a corporation to conduct the business and promote the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware hereby certifies that:

I.

The name of this corporation is **ADVANCED ENERGY INDUSTRIES, INC.**

II.

The address, including street, number, city, and county, of the registered office of the corporation in the State of Delaware is 32 Lookerman Square, Suite L-100, City of Dover 19904, County of Kent; and the name of the registered agent of the corporation in the State of Delaware at such address is The Prentice-Hall Corporation System, Inc.

III.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law.

IV.

This corporation is authorized to issue one class of stock to be designated, respectively, "Common Stock." The total number of shares which the corporation is authorized to issue is ten million (10,000,000) shares of Common Stock, \$0.001 par value.

V.

A. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

B. Any repeal or modification of this Article V shall be prospective and shall not affect the rights under this Article V in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

VI.

A. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, except as provided in paragraph B. of this Article VI, and all rights conferred upon the stockholders herein are granted subject to this reservation.

B. Notwithstanding any other provisions of this Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of the Voting Stock required by law, this Certificate of Incorporation or any Preferred Stock Designation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3 %) of the voting power of all of the then-outstanding shares of the Voting Stock, voting together as a single class, shall be required to alter, amend or repeal Articles V or VI.

VII.

The name and mailing address of the incorporator is as follows:

Richard P. Beck
Advanced Energy Industries, Inc.
1625 Sharp Point Drive
Fort Collins, CO 80525-9769

VIII.

The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are granted subject to this right.

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I, **THE UNDERSIGNED**, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the Delaware General Corporation Law, do make this Certificate, hereby declaring and certifying that this is my act and deed and that the facts herein stated are true and accordingly have hereunto set my hand this 2nd day of September, 1995.



SOLE INCORPORATOR
RICHARD P. PECK

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