

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/15/1995		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced Energy Industries, Inc.		09/15/1995	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Advanced Energy Industries, Inc.		
<b>Street Address:</b>	1625 Sharp Point Drive		
<b>City:</b>	Fort Collins		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80525		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73608856	ADVANCED ENERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7205364910		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	7205364900		
<b>Email:</b>	erin@nodiaplaw.com		
<b>Correspondent Name:</b>	Neugeboren O'Dowd PC		
<b>Address Line 1:</b>	1227 Spruce Street		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Boulder, COLORADO 80302		
<b>ATTORNEY DOCKET NUMBER:</b>	AETM1986-002US		
<b>NAME OF SUBMITTER:</b>	Shane Percival		
<b>SIGNATURE:</b>	/Shane Percival/		
<b>DATE SIGNED:</b>	12/22/2017		
<b>Total Attachments: 7</b>			
source=AE_CO to AE_DE Merger_09151995#page1.tif			
source=AE_CO to AE_DE Merger_09151995#page2.tif			

OP \$40.00 73608856

source=AE\_CO to AE\_DE Merger\_09151995#page3.tif  
source=AE\_CO to AE\_DE Merger\_09151995#page4.tif  
source=AE\_CO to AE\_DE Merger\_09151995#page5.tif  
source=AE\_CO to AE\_DE Merger\_09151995#page6.tif  
source=AE\_CO to AE\_DE Merger\_09151995#page7.tif

**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

2093479  
091495