

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM555059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Circuit Breaker Corporation		12/31/2011	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Federal Pioneer Limited		
Street Address:	19 Waterman Avenue		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M4B 1Y2		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1509086	STAB-LOK	
CORRESPONDENCE DATA			
Fax Number:	3124635001		
<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>			
Phone:	(312)463-5000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Banner & Witcoff, Ltd.		
Address Line 1:	71 South Wacker Drive, Suite 3600		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Anna King		
SIGNATURE:	/Anna King/		
DATE SIGNED:	12/27/2019		
Total Attachments: 32			
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Atty. Docket No.: 401402.01800

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Trademark Registration
No. 1509086 for STAB-LOK
Registered: October 18, 1988

Registrant:
American Circuit Breaker Corporation

For Review and Recordation
By the Assignment Branch of the
U.S. Patent and Trademark Office

**DECLARATION OF ROBERT MURRAY
TO CONFIRM AND CLARIFY CORPORATE TITLE**

I, Robert Murray, Vice President of Schneider Electric USA, Inc., a corporation organized under the laws of Delaware, having its principal place of business located at One Boston Place, Suite 2700, Boston, MA 02108, hereby declare as follows:

(1) I have been a legal representative of Schneider Electric Canada Inc., for approximately three years and have occupied my present position since March 9, 2009. I have free access to the records of the Registrant corporation relating to its trademarks and the transfer of ownership thereof, and I am fully authorized and empowered to make and execute this Declaration on its behalf.

(2) On **December 31, 2011**, this registration was assigned from American Circuit Breaker Corporation to Federal Pioneer Limited. No formal documents were ever recorded in the Assignment Branch of the U.S. Patent and Trademark Office; however, Registrant attaches copies of the December 20, 1993 Agreement and Addendum 1 (December 28, 1994), Addendum 2 (March 8, 1997), Addendum 3 (June 16, 2000), and Addendum 4 (September 14, 2006) as Exhibit A.

(3) Federal Pioneer Limited dissolved **December 19, 2002**, and became part of Schneider Canada Inc. A copy of the Canadian Online Corporate Record evidencing this dissolution is attached as Exhibit B.

(4) Schneider Electric Canada Inc. was then formed **January 1, 2010** as an amalgamation of multiple entities, including Xantrex Technology Inc., 4542975 Canada Inc., and Schneider Canada Inc. A copy of the Canadian Online Corporate Record evidencing the formation of Schneider Electric Canada Inc. is attached as Exhibit C.

(5) As a result of the aforementioned assignment and changes in corporate status, the trademark covered in U.S. Trademark Registration No. 1509086 for STAB-LOK is now owned by Schneider Electric Canada Inc., a Canadian Corporation located at 19 Waterman Avenue, Toronto, Ontario M4B 1Y2 Canada.

I declare that the facts set forth herein are true; and that all statements made of my own knowledge are true and all statement made on information and belief are believed to be true; and that these statements were made with the knowledge that willfully false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willfully false statements may jeopardize the validity of this Registration.

Date: December 27, 2019

By:

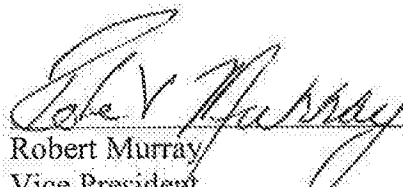

Robert Murray
Vice President
On behalf of Schneider Electric Canada Inc.

Exhibit A

AGREEMENT

This Agreement, dated this 20th day of December 1993, is between American Circuit Breaker Corporation, a New York corporation having its principal office at P.O. Box 1308, U.S. Highway 52 North, Albemarle, North Carolina 28001 (hereinafter "ACB"); Federal Pioneer Limited, a Canadian corporation having its principal office at 19 Waterman Avenue, Toronto, Ontario, Canada M4B 1Y2 (hereinafter "FPL"); and Schneider Canada Inc., a Canadian corporation having its principal office at 19 Waterman Avenue, Toronto, Ontario, M4B 1Y2 Canada (hereinafter "SCHNEIDER CANADA").

WHEREAS, ACB has adopted, used, is using and is the owner of certain Circuit Breaker Configuration trademarks, for circuit breakers, and has filed applications to register said marks in the United States Patent and Trademark Office under Application Serial Nos. 155,806, 155,807, 155,809, 155,817, 155,824, 155,872 and 155,873 (hereinafter the "Circuit Breaker Configuration Trademarks"); and

WHEREAS, FPL has commenced Opposition Nos. 91,384, 91,385, 91,386, 91,387, 92,242, 91,396 and 91,102 against Application Serial Nos. 155,806, 155,807, 155,809, 155,817, 155,824, 155,872 and 155,873, respectively; and

WHEREAS, ACB, FPL and FPL's related company SCHNEIDER CANADA mutually desire to resolve all matters in controversy between them relating to use and registration of the Circuit Breaker Configuration Trademarks on the terms and conditions set forth below.

CONFIDENTIAL
LEVEL 2

ACBC001554


Appendix A

TRADEMARK
REEL: 006826 FRAME: 0764

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by all the parties hereto, ACB, FPL and SCHNEIDER CANADA agree as follows:

I. TRADEMARKS/OPPOSITION PROCEEDINGS

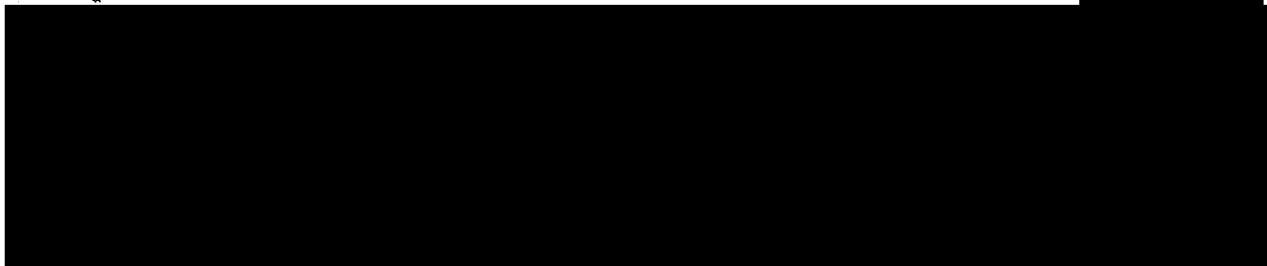

A. Concurrent with the execution of this Agreement, FPL and ACB shall execute stipulations of dismissal for Opposition Nos. 91,384, 91,385, 91,386, 91,387, 92,242, 91,396 and 91,102 in the forms attached hereto as Appendices A through G, respectively. Said stipulations of dismissal, which are hereby deemed binding on SCHNEIDER CANADA, shall be filed in the Patent and Trademark Office within ten (10) business days following full execution of this Agreement.

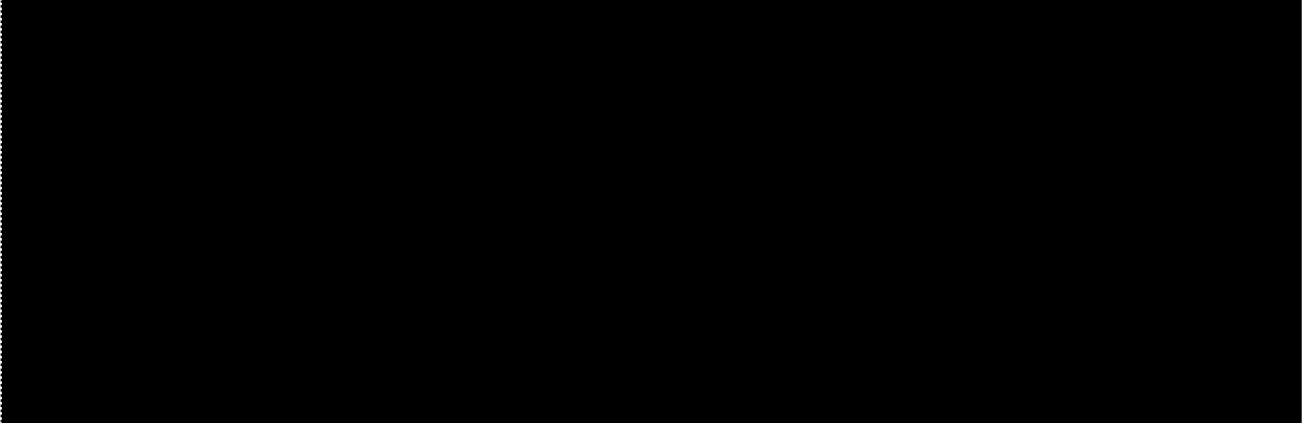




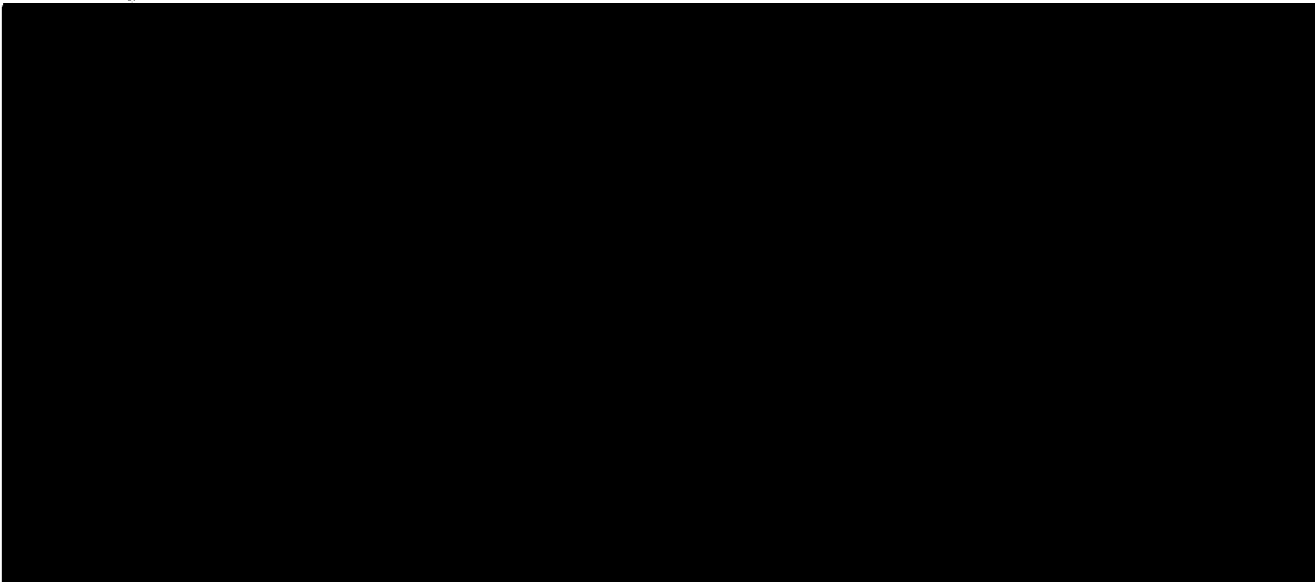
III. ASSIGNMENT

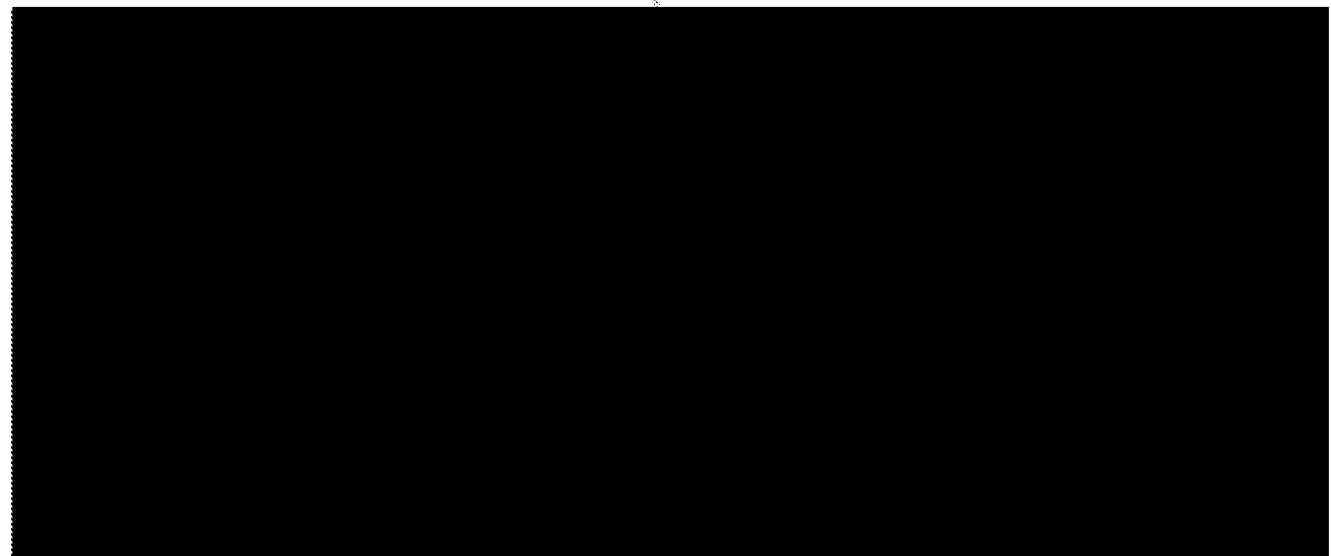
A. At the end of the five (5) year term contemplated by § II.A. of this Agreement, ACB shall assign to FPL and FPL shall own all of ACB's rights, title and interest in and to the trademark STAB-LOX, the Circuit Breaker Configuration Trademarks and the Model Designation Trademarks NA, NB and NC in the United States of America and its territories and in the countries listed in Appendix H hereto with the exception of Guatemala, including the goodwill symbolized by such trademarks and all subsisting registrations of and pending applications to register said trademarks.





B. ACB represents and warrants that it owns the right, title and interest in and to: (i) the trademark STAB-LOK in the United States of America and its territories and in the countries listed in Appendix H hereto; (ii) the Circuit Breaker Configuration Trademarks in the United States of America and its territories; and (iii) the Model Designation Trademarks NA, NB and NC in the United States of America and its territories. ACB further represents and warrants that ACB will not sell, assign or otherwise transfer for the duration of this Agreement such right, title and interest in and to said trademarks, including the goodwill symbolized thereby, to any party other than FPL.





IV. FINANCIAL CONSIDERATION

A. Not later than January 4, 1994 and as partial consideration for the promises and covenants contained herein, FPL shall pay to ACB, via wire transfer in accordance with the wire transfer instructions set forth in Appendix K to this Agreement, the amount of [REDACTED]

V. GENERAL TERMS

A. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective officers, agents, servants, corporate parents and subsidiaries and other corporate affiliates, and successors and assigns.

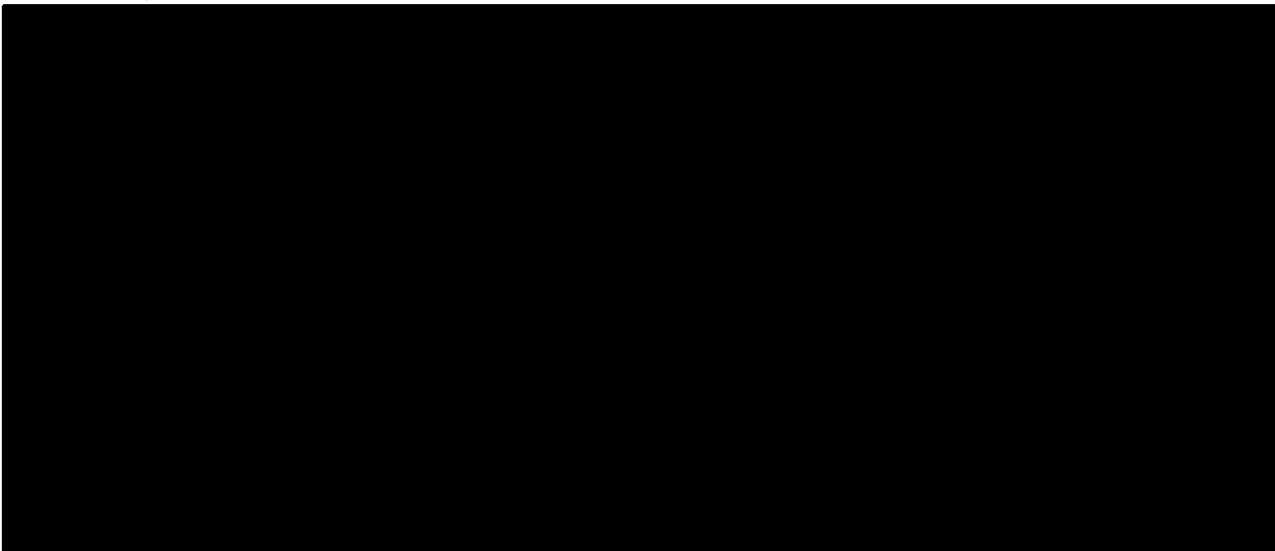
B. Nothing in this Agreement shall be construed to place the parties in the relationship of partners or joint venturers and, except as specifically set forth in this Agreement, no party shall have the power to obligate or bind any other with respect to any third party in any matter whatsoever.

C. In the event that additional issues arise in the future in connection with this Agreement, each of the parties agrees to address these issues and to negotiate and compromise in good faith on these issues as reasonably required.

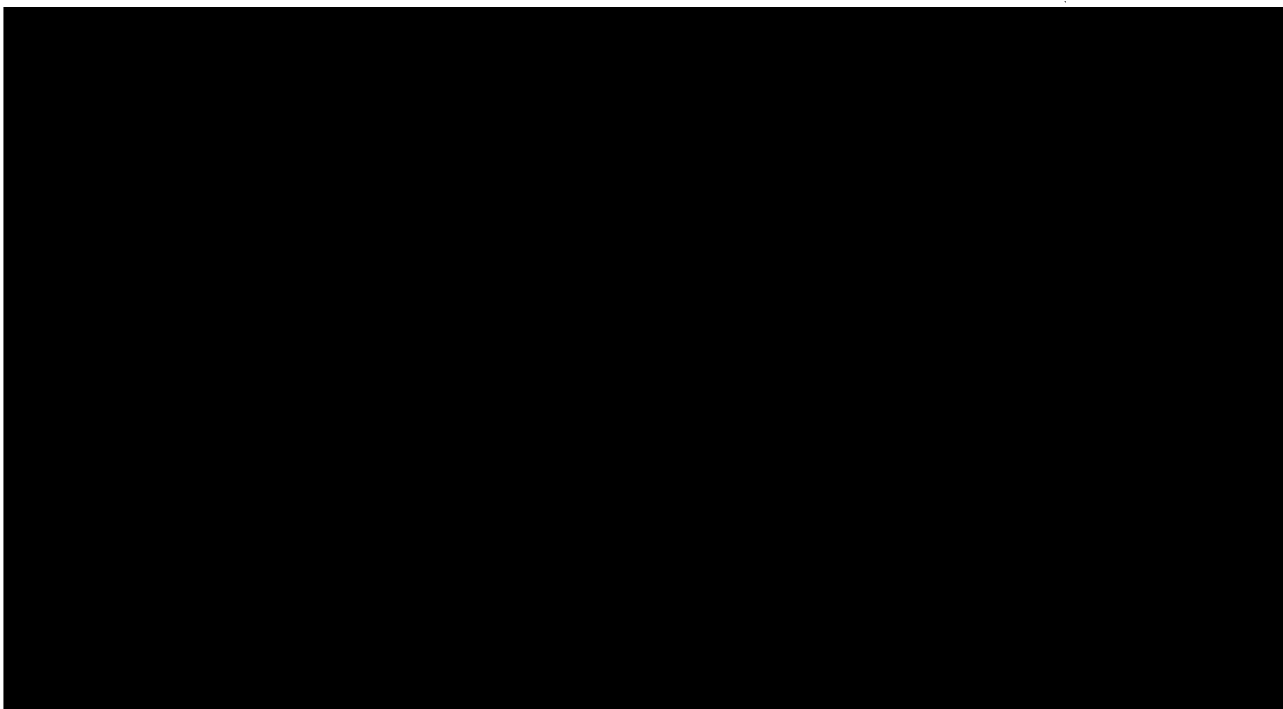
D. This Agreement shall be governed by and construed under The Federal Trademark Act of 1946, 15 U.S.C. § 1051 et seq., as amended, and the laws of the State of New York.

E. This Agreement constitutes the entire agreement between the parties with respect to the subject matters hereof and may not

be modified or revised in any respect except by an instrument in writing duly executed by each of the parties hereto.



G. Each party to this Agreement hereby represents and warrants to every other party that its undersigned officer has the authority to bind said party and that said party intends to be bound by this Agreement.



WHEREFORE, each of the parties has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

AMERICAN CIRCUIT BREAKER CORPORATION

By: [Signature]

Title: President

Date: 12/20/93

FEDERAL PIONEER LIMITED

By: [Signature]

Title: President Federal Pioneer Ltd.

Date: Dec 20, 1993

SCHNEIDER CANADA INC.

By: 1712

Title: President of Schneider Canada

Date: Dec. 20, 1993

ADDENDUM

This Addendum, effective this 28th day of December, 1994, is entered into by American Circuit Breaker Corporation, a New York corporation having its principal offices at P.O. Box 1308, U.S. Highway 52 North, Albemarle, North Carolina 28001 (hereinafter "ACB"); Federal Pioneer Limited, a Canadian corporation having its principal offices at 19 Waterman Avenue, Toronto, Ontario, Canada M4B 1Y2 (hereinafter "FPL"); and Schneider Canada Inc., a Canadian corporation having its principal offices at 19 Waterman Avenue, Toronto, Ontario, Canada M4B 1Y2 (hereinafter "SCHNEIDER CANADA").

WHEREAS, ACB, FPL and SCHNEIDER CANADA entered into an Agreement on December 20, 1993, a true copy of which is annexed hereto as Appendix A (hereinafter the "Agreement"); and

WHEREAS, ACB, FPL and SCHNEIDER CANADA wish to modify the Agreement in accordance with § V.E. thereof to provide that: (1) the creation of a security interest in the trademark STAB-LOK, the Circuit Breaker Configuration Trademarks and the Model Designation Trademarks NA, NB and NC in favor of Transamerica Business Credit Corporation, a Delaware corporation, which security interest shall be released or extinguished prior to the assignment contemplated by § III.A. of the Agreement, shall not be deemed to be a violation of the Agreement, and (2) ACB will indemnify FPL against any loss or losses proximately caused by the failure or inability of ACB to discharge its obligations under § III.A. of the Agreement resulting from the creation and/or execution of said security interest.

WITNESSETH:

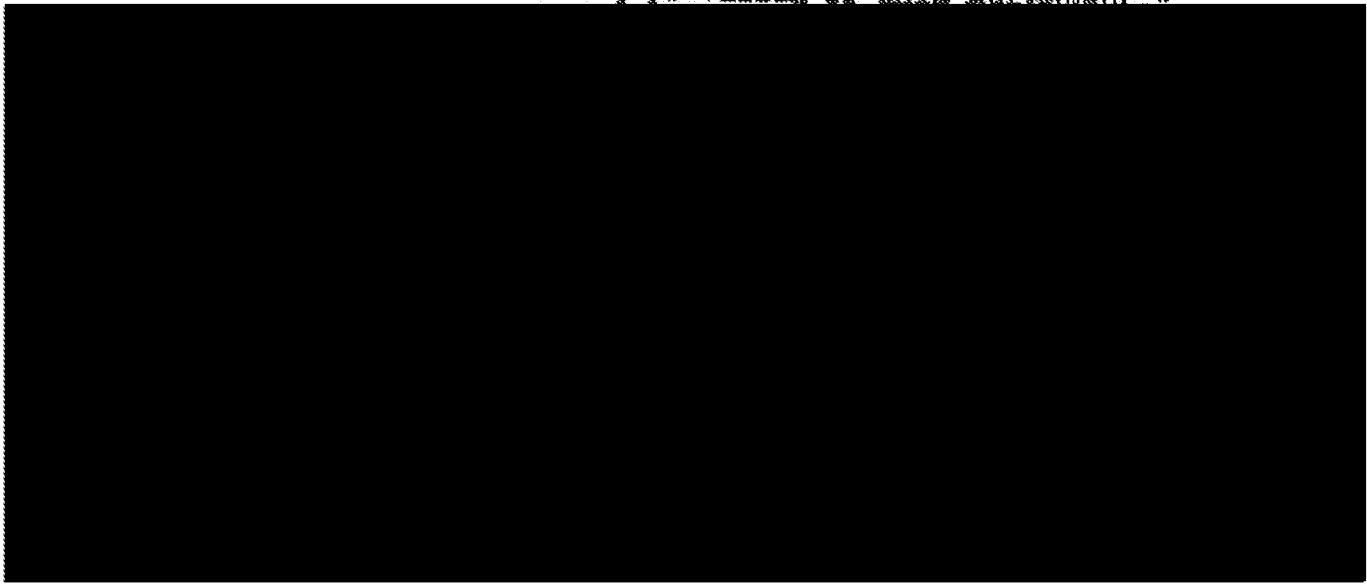
NOW, THEREFORE, in consideration of the premises and mutual

covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, ACE, FPL and SCHNEIDER CANADA agree as follows:

1. ACE, FPL and SCHNEIDER CANADA hereby amend and modify the Agreement as follows:

A. The period at the end of the second sentence in § III.B. shall be changed to a semicolon and the following language shall be added thereafter:

"provided, however, that the creation of a security interest in the trademark STAB-LOK, the Circuit Breaker Configuration Trademarks and the Model Designation Trademarks NA, NB and NC in favor of Transamerica Business Credit Corporation, which security interest shall be released or extinguished prior to the assignment contemplated by § III.A. of this Agreement, shall not be deemed to be a violation of any provision of this Agreement."



2. All of the other terms and conditions of this Agreement shall remain in full force and effect.

WHEREFORE, each of the parties hereto has caused this Addendum to be executed by a duly authorized officer as of the dates written below.

AMERICAN CIRCUIT BREAKER CORPORATION

By: Guth

Title: President

Date: 1/6/95

FEDERAL PIONEER LIMITED

By: [Signature]

Title: VP Finance

Date: 12/29/94

SCHNEIDER CANADA INC.

By: [Signature]

Title: VP Finance

Date: 12/29/94

**SECOND ADDENDUM TO
ACB-FPL/SCHNEIDER CANADA AGREEMENT
OF DECEMBER 20, 1993**

This Second Addendum, effective this 8th day of March, 1997, is entered into by and between American Circuit Breaker Corporation, a New York corporation having its principal offices at P.O. Box 1308, U.S. Highway 52 North, Albemarle, North Carolina 28001 (hereinafter "ACB"); Federal Pioneer Limited, a Canadian corporation having its principal offices at 19 Waterman Avenue, Toronto, Ontario, Canada M4B 1Y2 (hereinafter "FPL"); and Schneider Canada Inc., a Canadian corporation having its principal offices at 19 Waterman Avenue, Toronto, Ontario, Canada M4B 1Y2 (hereinafter "SCHNEIDER CANADA").

WHEREAS, ACB, FPL and SCHNEIDER CANADA entered into an Agreement on December 20, 1993, (hereinafter the "Agreement"), a true copy of which is annexed hereto as Appendix A; and supplemented said Agreement by means of an Addendum effective December 29, 1994, (hereinafter the "First Addendum") a true copy of which is annexed hereto as Appendix B; and

WHEREAS, ACB, FPL and SCHNEIDER CANADA are all desirous of extending the term of the Agreement for an additional time period under mutually-agreeable provisions, some supplemental to and some superseding existing provisions of the Agreement;

Appendix C

TRADEMARK
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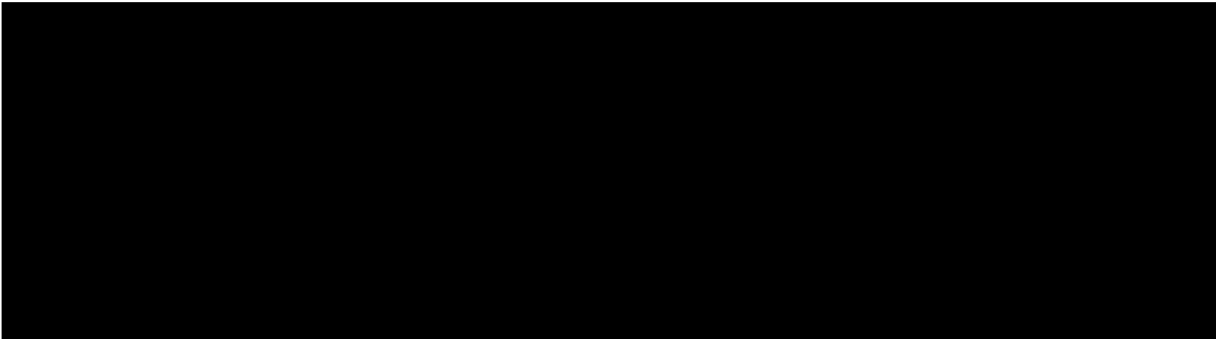
WITNESSETH:

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, ACB, FPL and SCHNEIDER CANADA, by virtue of this Second Addendum, agree as follows:

1. ACB, FPL and SCHNEIDER CANADA hereby amend and supplement the Agreement as follows:

A. Paragraph II.A. ("Purchase Agreement") of the Agreement shall be modified to the following effect:

i) The period of the Purchase Agreement will be nine (9) consecutive years commencing on January 1, 1994, including a renewal term from January 1, 1999 to April 1, 2003; and



J. Paragraph III. C. of the Agreement shall be modified as below.

i) Beginning at line 4 and ending at line 6, the language "and in the countries listed in Appendix H hereto with the exception of Guatemala," shall be deleted; and the following language shall be added at the end of line 12 after the language "in accordance with the terms of this Agreement":

"; or (iii) in the event of termination of this Agreement pursuant to the terms hereof or by mutual agreement of the parties."

The foregoing modification to the "assignment and transfer of ownership" provisions of Paragraph III. C. is acknowledged by the parties as being an important consideration for FPL and SCHNEIDER CANADA in extending the term of the Agreement as contemplated by this Second Addendum.

2. All of the other terms and conditions of the Agreement and the First Addendum shall remain in full force and effect to the extent that such provisions are not specifically addressed by this Second Addendum. The terms and conditions of this Second Addendum

shall supersede and prevail over any provisions of the Agreement and the First Addendum which are corresponding or related to or impacted thereby.

WHEREFORE, each of the parties hereto has caused this Second Addendum to be executed by a duly authorized officer as of the dates written below.

AMERICAN CIRCUIT BREAKER CORPORATION

By: [Signature]

Title: President

Date: 4/4/97

FEDERAL PIONEER LIMITED

By: [Signature]

Title: President

Date: APRIL 8 1997

SCHNEIDER CANADA INC.

By: [Signature]

Title: PRESIDENT

Date: APRIL 8 1997

THIRD ADDENDUM

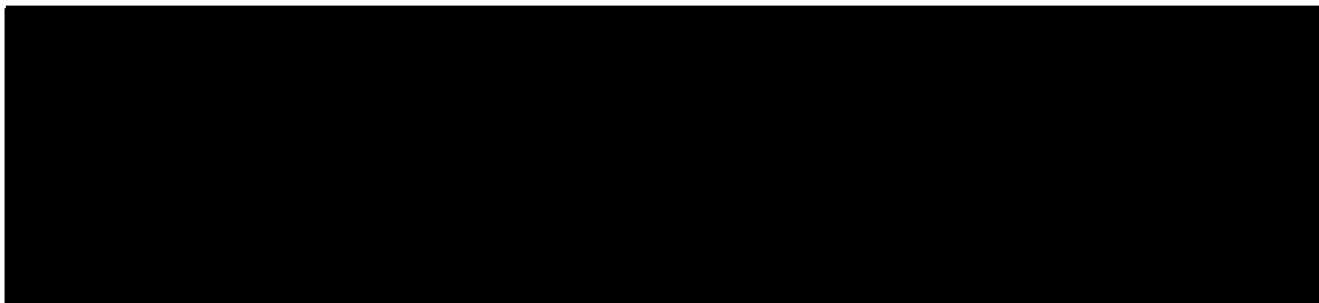
This Addendum, dated this 16th day of June, 2000, is entered into by American Circuit Breaker Corporation, a New York corporation having its principal offices at P.O. Box 1308, U.S. Highway 52 North, Albemarle, North Carolina 28001 (hereinafter "ACB"); Federal Pioneer Limited, a Canadian corporation having its principal offices at 19 Waterman Avenue, Toronto, Ontario, Canada M4B 1Y2 (hereinafter "FPL"); and Schneider Canada Inc., a Canadian corporation having its principal offices at 19 Waterman Avenue, Toronto, Ontario, Canada M4B 1Y2 (hereinafter "SCHNEIDER CANADA").

WHEREAS, ACB, FPL and SCHNEIDER CANADA entered into an Agreement on December 20, 1993, a true copy of which is annexed hereto as Appendix A (hereinafter the "Agreement") and have supplemented the Agreement by means of an Addendum effective December 29, 1994, and a Second Addendum effective April 8, 1997, true copies of which are annexed hereto as Appendices B and C, respectively; and

WHEREAS, ACB, FPL and SCHNEIDER CANADA wish to modify the Agreement to extend its term in accordance with the summary understanding letter dated October 6, 1999 regarding the Extension of Supply Agreement for STABLOK circuit breakers, a true copy of which is annexed hereto as Appendix D.

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, ACB, FPL and SCHNEIDER CANADA agree as follows:



WHEREFORE, each of the Parties has caused this Addendum to be executed by a duly authorized officer as of the date above written.

AMERICAN CIRCUIT BREAKER CORPORATION

By: Robert B. Stet

Title: CHIEF OPERATING OFFICER

Date: 05-24-00

FEDERAL PIONEER LIMITED

By: [Signature]

Title: President

Date: June 16/2000

SCHNEIDER CANADA INC.

By: [Signature]

Title: President

Date: June 16/2000

FOURTH ADDENDUM

This Fourth Addendum, dated this 14 day of Sept., 2006, is entered into by American Circuit Breaker Corporation, a New York corporation having its principal offices at 122 E. Forty-Second Street, Suite 1115, New York, New York 10017 (hereinafter "ACB"); Federal Pioneer Limited, a Canadian corporation having its principal offices at 19 Waterman Avenue, Toronto, Ontario, Canada M4B 1Y2 (hereinafter "FPL"); and Schneider Canada Inc., a Canadian corporation having its principal offices at 19 Waterman Avenue, Toronto, Ontario, Canada M4B 1Y2 (hereinafter "SCHNEIDER CANADA").

WITNESSETH:

WHEREAS, ACB, FPL and SCHNEIDER CANADA entered into an Agreement on December 20, 1993, a true copy of which is annexed hereto as Appendix A (hereinafter the "Agreement") and have supplemented the Agreement by means of an Addendum effective December 29, 1994; a Second Addendum effective April 8, 1997; and a Third Addendum effective June 16, 2000, true copies of which are annexed hereto as Appendices B, C and D, respectively; and

WHEREAS, ACB, FPL and SCHNEIDER CANADA wish to modify the Agreement to extend its term from December 31, 2006, to and including December 31, 2011 and in accordance with the other terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, ACB, FPL and SCHNEIDER CANADA agree as follows:

1. The term of the Agreement will be further extended through December 31, 2011 (hereinafter the "extended term").

WHEREFORE, each of the parties hereto has caused this Fourth Addendum to be executed by a duly authorized officer as of the date first above written.

AMERICAN CIRCUIT BREAKER CORPORATION

By: [Signature]
Title: President
Date: 8/17/06

FEDERAL PIONEER LIMITED

By: [Signature]
Title: President
Date: 9/14/2006

SCHNEIDER CANADA INC.

By: [Signature]
Title: President
Date: 9/14/2006

Exhibit B



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du Canada**

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Federal Corporation Information - 262221-1

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Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

262221-1

Business Number (BN)

883009979RC0001

Corporate Name

FEDERAL PIONEER LIMITED
LA CIE FEDERAL PIONEER LTEE

Status

Dissolved by the corporation (s. 210) on 2002-12-19

Governing Legislation

Canada Business Corporations Act - 1990-07-01

Registered Office Address

19 WATERMAN AVENUE
TORONTO ON M4B 1Y2
Canada

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

DOUGLAS V. BALDWIN
12 FOREST TRAIL RR 1
GORMLEY ON L0H 1G0
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

07-01

Date of Last Annual Meeting

2000-09-11

Annual Filing Period (MM-DD)

07-01 to 08-30

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2001 - Filed

2000 - Filed

1999 - Filed

Corporate History

Corporate Name History

1990-07-01 to Present	FEDERAL PIONEER LIMITED	1990-07-01 to Present	LA CIE FEDERAL PIONEER LTEE
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Certificates and Filings

Certificate of Amalgamation

1990-07-01

Corporations amalgamated:

- 2585723 SCHNEIDER CANADA INC.
- 270334 FEDERAL PIONEER LIMITED / LA CIE FEDERAL PIONEER LTEE

Certificate of Dissolution

2002-12-19

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Date Modified:

2019-05-22

Exhibit C



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Federal Corporation Information - 454499-4

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i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

454499-4

Business Number (BN)

104976840RC0003

Corporate Name

Schneider Electric Canada Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2010-01-01

Registered Office Address

5985 MCLAUGHLIN ROAD
MISSISSAUGA ON L5R 1B8
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporate key](#) is required. If you are not authorized to update this

information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

Ana Lurdes G Dos Santos Veiga Henriques	Susan Uthayakumar
29 Winston Grove	15, Beckwith Crescent
Toronto ON M8Y 2K7	Markham ON L3S 1S3
Canada	Canada

Annette Clayton
7109 Malibu Cove
Austin TX 78730
United States

Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

01-01

Date of Last Annual Meeting

2018-06-29

Annual Filing Period (MM-DD)

01-01 to 03-02

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Filed

2018 - Filed

2017 - Filed

Corporate History

Corporate Name History

2010-01-01 to 2010-01-25

Schneider Canada Inc.

2010-01-25 to Present

Schneider Electric Canada Inc.

Certificates and Filings

Certificate of Amalgamation

2010-01-01

Corporations amalgamated:

- 4495187 Xantrex Technology Inc.
- 4542975 4542975 CANADA INC.
- 4503619 Schneider Canada Inc.

Certificate of Amendment *

2010-01-25

Amendment details: Corporate name

Certificate of Amendment *

2010-11-30

Amendment details: Other

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

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