

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661524

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee Entity Type previously recorded on Reel 001608 Frame 0635. Assignor(s) hereby confirms the Change Of Name.
RESUBMIT DOCUMENT ID:	900628833

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
901901 Ontario Ltd.		06/26/1996	Corporation:

RECEIVING PARTY DATA

Name:	Dixie Electric Ltd.
Street Address:	150 Klondike Drive
City:	Weston, Ontario
State/Country:	CANADA
Postal Code:	M9L1X3
Entity Type:	Limited Company: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2122708	DIXIE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 213-488-7100
Email: james.swanson@pillsburylaw.com
Correspondent Name: Carolyn S. Toto, Esq.
Address Line 1: 725 S. Figueroa Street, Suite 2800
Address Line 4: Los Angeles, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:	55015.508018
NAME OF SUBMITTER:	James Swanson
SIGNATURE:	/James Swanson/
DATE SIGNED:	07/21/2021

Total Attachments: 44

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07-24-1997



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Recordation Form Cover Sheet
TRADEMARKS ONLY

RECEIVED

JUL 14 1997

Please record the attached original documents or copies **RECEIVED ACTING DIR.**

1. Name of conveying party(ies):

901901 Ontario Ltd.
150 Klondike Drive
Weston, Ontario
CANADA M9L 1X3

Individual(s) Association
General Partnership Limited Partnership
 Corporation-Canada
Other

2. Name and address of receiving party(ies):

Dixie Electric Ltd.
150 Klondike Drive
Weston, Ontario
CANADA M9L 1X3

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
 Corporation -Canada
Other:
If assignee is not domiciled in the United States, a domestic representative designation is attached:
Yes No (already designated)
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached?
Yes No

MAN 7.14.97

3. Nature of conveyance:

Assignment Merger
Security Agreement Change of Name
Other:

Execution Date: June 26, 1996

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

A. Trademark Application No.(s)
75/007306
75/007307
75/007308

B. Trademark Registration No.(s)

Yes No

Additional numbers attached?

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

Rader, Fishman & Grauer PLLC
1533 N. Woodward Avenue, Suite 140
Bloomfield Hills, Michigan 48304
(810) 594-06

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$90.00

Enclosed

Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013
(Attach duplicate copy of this page if using deposit account)

DO NOT USE THIS SPACE

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.

Michael D. Fishman

Signature

Date

Total number of pages comprising cover sheet 40

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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DATED: JUNE 26TH, 1996.

B E T W E E N :

DIXIE ELECTRIC LTD.

- and -

901901 ONTARIO LTD.

AMALGAMATION AGREEMENT

HOFFMAN, SILLERY, BUCKSTEIN & CHUBACK
Barristers and Solicitors
Suite 200
1810 Avenue Road
Toronto, Ontario
M5M 3Z2

ANDREW A. BUCKSTEIN
(416) 787-1161

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4. The director(s) is/are:
(continued from Page 1)

SYED SABI AHSAN	24 Brack Place Thornhill, Ontario L4J 2W3	Yes
RICHARD D. GRAHAM	116 Heathwood Heights Drive Aurora, Ontario L4G 4W3	Yes

5. A) The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the Business Corporations Act on the date set out below.

A) Les actionnaires de chaque compagnie qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176 (4) de la Loi sur les compagnies à la date mentionnée ci-dessous.

Check
A or B Cocher
A ou B

B) The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the Business Corporations Act on the date set out below.
The articles of amalgamation in substance contain the provisions of the articles of incorporation of

B) Les administrateurs de chaque compagnie qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les compagnies à la date mentionnée ci-dessous. Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.

et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des compagnies qui fusionnent	Ontario Corporation Number Numéro de la compagnie en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation
DIXIE ELECTRIC LTD.	476105	June 19, 1996
901901 ONTARIO LTD.	901901	June 19, 1996

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- 6. Restrictions, if any, on business the corporation may carry on or on powers the corporation exercise. Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la compagnie.

NIL

- 7. The classes and any maximum number of shares that the corporation is authorized to issue: Catégories et nombre maximal, s'il y a lieu, d'actions que la compagnie est autorisée à émettre:

The Corporation is authorized to issue an unlimited number of shares of one class designated as Class "A" common shares and an unlimited number of shares of a second class designated as voting, non-cumulative, redeemable, retractable Class "A" preference shares and an unlimited number of shares of a third class designated as non-voting, non-cumulative, redeemable, retractable Class "B" preference shares and an unlimited number of shares of a fourth class designated as non-voting Class "C" common shares.

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8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série:

The following shall apply to the Class "A" common shares:

- (a) The holder of each Class "A" common share shall have the right to one vote for each such Class "A" common share at all meetings of the shareholders other than meetings of the holders of another class of shares.
- (b) The Class "A" common shareholders shall be entitled to receive the remaining property of the Corporation upon the dissolution or winding up of the Corporation on an equal basis with the Class "C" common shareholders for each Class "A" common share and Class "C" common share then issued and outstanding in the Corporation.

The voting, non-cumulative, redeemable, retractable Class "A" preference shares (hereinafter called the Class "A" preference shares) shall have attached thereto the following:

- (a) The redemption amount for each Class "A" preference share shall be Five Hundred Dollars (\$500.00) plus all unpaid non-cumulative dividends which have previously been declared and are unpaid and no more.
- (b) The holders of Class "A" preference shares shall in each year in the discretion of the Directors be entitled out of any or all profits or surplus available for dividends to a non-cumulative dividend on each Class "A" preference share as determined and declared by the Directors out of such profit or surplus or any part thereof. The Directors shall be entitled from time to time to declare part of the non-cumulative dividend for any fiscal year notwithstanding that such dividends for such year have not been declared in full. If within three months after the expiration of the fiscal year of the Corporation the Board of Directors in its discretion shall not have declared the said dividend or any part thereof on the Class "A" preference shares for any fiscal year then the rights of the shareholders of Class "A" preference shares for such dividend or any undeclared part thereof for the fiscal year shall be forever extinguished. The holders of Class "A" preference shares shall not be entitled to any dividend other than or in excess of the non-cumulative dividend herein provided for.
- (c) The Corporation may upon giving notice as hereafter provided redeem the whole or any part of the Class "A" preference shares without the consent of the

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holders thereof, upon payment for each share to be redeemed the redemption amount thereof; not less than thirty (30) days notice in writing for such redemption shall be given by mailing such notice to the registered holders of the shares to be redeemed specifying the date and place or places of redemption; if notice of such redemption be given by the Corporation in the manner aforesaid, and an amount sufficient to redeem the shares shall be deposited with any Trust Company or Chartered Bank in Canada, as specified in the notice, on or before the date fixed for redemption, the dividends on the Class "A" preference shares to be redeemed shall cease after the date so fixed for redemption, and the holders thereof shall not be entitled to exercise any rights as a shareholder in respect thereof; and shall thereafter have no rights against the Corporation in respect thereof, except upon the surrender of the certificates of such shareholders, to receive payment therefor out of the moneys so deposited. Any notice to be sent to a shareholder shall be sent by prepaid mail addressed to such shareholder at his address as appears on the books of the Corporation or in the event of the address of such shareholder not appearing then to the last known address of such shareholder.

- (d) The holders of Class "A" preference shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and have one vote for each Class "A" preference share held at all meetings of the shareholders of the Corporation.
- (e) In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Class "A" preference shares shall be entitled to receive before any distribution of assets amongst the common shareholders the redemption amount thereof. Any distribution to be shared equally between the Class "A" preference shares and Class "B" preference shares.
- (f) Any registered holder of Class "A" preference shares may, at his option, upon giving notice as hereafter provided, require the Corporation at any time or times to redeem all or any of the Class "A" preference shares held by him, and the Corporation shall pay to such holder for each such share which the holder requires to be redeemed an amount equal

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to the redemption amount thereof. In the event that any registered holder of Class "A" preference shares desires to require the redemption, as aforesaid of all or any of the Class "A" preference shares held by him, such registered holder shall mail to the Corporation a notice in writing of his intention to require redemption, which notice shall also specify therein the number of Class "A" preference shares to be so redeemed; on the date thirty (30) days next following the receipt of such notice by the Corporation (hereinafter called "the redemption date") the Corporation shall pay or cause to be paid to the order of the registered holder of such Class "A" preference shares the redemption amount upon presentation and surrender at the head office of the Corporation of the certificates representing the Class "A" preference shares specified in the notice; if a part only of the Class "A" preference shares represented by the certificates shall be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation; from and after the redemption date, the holder of Class "A" preference shares to be redeemed as aforesaid, shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights as shareholder in respect thereof unless payment of their redemption amount shall not be made upon presentation of the certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected; the Corporation shall have the right at any time after the redemption date as aforesaid to deposit the redemption amount for the Class "A" preference shares required to be redeemed or such of the said shares represented by the certificates as have not as of the date of such deposit been surrendered by the holder thereof in connection with such redemptions to a special account at any Chartered Bank or Trust Company in Canada to be paid without interest to the holders of such Class "A" preference shares upon presentation and surrender to such Bank or Trust Company of the Certificates representing the same and upon such deposit being made the Class "A" preference shares in respect of which such deposits have been made shall be redeemed and the right of the holder thereof after such deposit or redemption date, as the case may be, shall be limited to receiving without interest the redemption amount so deposited against presentation and surrender of the said Certificate held by him. Any interest allowed on any such deposit shall belong to the

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Corporation, provided that with any such deposit the Corporation shall forthwith mail to the holder of the Class "A" preference shares a notice in writing advising of such deposit and specifying the name of the Chartered Bank or Trust Company as the case may be, wherein such special account is for the time being maintained. Such notice shall be mailed in a prepaid letter addressed to such holder at his address as it appears on the books of the Corporation or in the event of the address of such shareholder not so appearing, then the last known address for such shareholder. Provided always that the right of any holder of Class "A" preference shares to require the Corporation to redeem all or part of his holdings for such Class "A" preference shares is subject to whatever conditions, restrictions, limitations or prohibitions on the right of the Corporation to redeem any shares which may exist at any time or from time to time at law or in accordance with the conditions and terms attached to any other issued and outstanding security of any kind whatsoever of the Corporation.

- (g) The Corporation may at any time or times purchase for cancellation the whole or any part of the Class "A" preference shares outstanding from time to time at the lowest price at which, in the option of the directors, such shares are obtainable but not exceeding the redemption amount thereof.
- (h) Any amendment to the Articles of the Corporation to delete or vary any preference, right, condition, restriction, limitation or prohibition, attaching to the Class "A" preference shares in addition to any authorization by special resolution may be authorized by at least two-thirds of the votes cast at a meeting of the holders of the shares affected duly called for that purpose. The formalities to be observed with respect to the giving of notice of any meeting of the Class "A" preference shares and the conduct thereof and the quorum therefor shall mutatis mutandis be those from time to time described in the by-laws of the Corporation with respect to meetings of shareholders.

The said non-voting, non-cumulative, redeemable, retractable Class "B" preference shares (hereinafter called the Class "B" preference shares) shall have attached thereto the following:

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- (a) The redemption amount for each Class "B" preference share shall be Five Hundred Dollars (\$500.00) plus all unpaid non-cumulative dividends which may have been previously declared and are unpaid and no more.
- (b) The holders of Class "B" preference shares shall in each year in the discretion of the Directors be entitled out of any or all profits or surplus available for dividends to a non-cumulative dividend on each Class "B" preference share as determined and declared by the Directors out of such profits or surplus or any part thereof. The Directors shall be entitled from time to time to declare part of the non-cumulative dividend for any fiscal year notwithstanding that such dividends for such year may not have been declared in full. If within three months after the expiration of the fiscal year of the Corporation the Board of Directors in its discretion shall not have declared the said dividend or any part thereon on the Class "B" preference shares in any fiscal year then the rights of the shareholders of the Class "B" preference shares of such dividend or any undeclared part thereof for the fiscal year shall be forever extinguished. The holders of Class "B" preference shares shall not be entitled to any dividend other than the non-cumulative dividend herein provided.
- (c) The Corporation may upon giving notice as hereafter provided, redeem the whole or any part of the Class "B" preference shares without the consent of the holders thereof, upon payment for each share to be redeemed for the redemption amount thereof; not less than thirty days notice in writing of such redemption shall be given by mailing such notice to the registered holders of the Class "B" preference shares to be redeemed specifying the date and place or places of redemption; if notice of such redemption is given by the Corporation in the manner aforesaid an amount sufficient to redeem the shares shall have been deposited in any Chartered Bank or Trust Company in Canada specified in the notice, on or before the date fixed for redemption, the dividends on the Class "B" preference shares to be redeemed shall cease after that date so fixed for redemption and the holders thereof shall not be entitled to exercise any rights as a shareholder in respect thereof; and shall thereafter have no rights against the Corporation in respect thereof, except upon the surrender of the certificates for

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such shares to receive payment therefor out of the moneys so deposited. Any notice to be sent to a shareholder shall be sent by prepaid mail addressed to such shareholder at his address as appears on the books of the Corporation or in the event of the address of such shareholder not appearing, then to the last known address of such shareholder.

- (d) The holders of Class "B" preference shares shall not as such have voting rights for the election of Directors or for other purposes nor shall they be entitled to attend shareholders' meetings and receive notice thereof; provided, however, that the holders of Class "B" preference shares shall be entitled to notice of shareholders' meetings called for the purpose of authorizing the dissolution of the Corporation or the sale of its undertakings or a substantial part thereof.
- (e) In the event of the liquidation, dissolution or winding-up of the Corporation whether voluntarily or involuntarily, the holders of Class "B" preference shares shall be entitled to receive before any distribution of the assets of the Corporation among the common shareholders the redemption amount thereof and no more. Any distribution to be shared equally between the Class "A" preference shares and the Class "B" preference shares.
- (f) Any registered holder of Class "B" preference shares may, at his option, upon giving notice as hereinafter provided, require the Corporation at any time or times to redeem all or any of the Class "B" preference shares held by him, and the Corporation shall pay to such holder for each such share which the holder requires to be redeemed an amount equal to the redemption amount thereof. In the event that any registered holder of Class "B" preference shares desires to require the redemption, as aforesaid, of all or any of the Class "B" preference shares held by him, the said registered holder shall mail to the Corporation notice in writing of his intention to require redemption which notice shall also specify therein the number of Class "B" preference shares to be so redeemed; on the date thirty days next following the receipt of such notice by the Corporation (herein called the "redemption date") the Corporation shall pay or cause to be paid to the order of the registered holders of such Class "B" preference shares the redemption amount upon

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presentation and surrender at the head office of the Corporation of the Certificates representing the Class "B" preference shares specified in the notice; if a part only of the Class "B" preference shares represented by the Certificate shall be redeemed, a new Certificate for the balance shall be issued at the expense of the Corporation; from and after the redemption date, the holder of the Class "B" preference shares to be redeemed, as aforesaid, shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights as a shareholder in respect thereof unless payment of their redemption amount shall not be made upon presentation of the Certificates in accordance with the foregoing provision, in which case the rights of the holder shall remain unaffected; the Corporation shall have the right at any time after the redemption date as aforesaid to deposit the redemption amount of the Class "B" preference shares required to be redeemed or of such of the said shares represented by Certificates as have not as of the date of such deposit been surrendered by the holder thereof in connection with such redemptions to a special account at any Chartered Bank or Trust Company in Canada to be paid without interest to the holders of such Class "B" preference shares upon presentation and surrender to such Bank or Trust Company of the Certificates representing the same and upon such deposit being made the Class "B" preference shares in respect of which such deposits have been made shall be redeemed and the right of the holder thereof after such deposit or redemption date, as the case may be, shall be limited to receiving without interest the redemption amount so deposited against the presentation and surrender of the Certificate held by him. Any interest allowed on any such deposit shall belong to the Corporation, provided, that with any such deposit the Corporation shall forthwith mail to the holder of the Class "B" preference shares a notice in writing advising of such deposit and specifying the name of the Chartered Bank or Trust Company as the case may be, wherein such special account is for the time being maintained. Such notice shall be mailed in a prepaid letter addressed to such holder at his address as it appears on the books of the Corporation or in the event of the address of such shareholder not so appearing, then the last known address for such shareholder. Provided always that the right of any holder of Class "B" preference shares to require the Corporation to redeem all or

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part of his holdings of such Class "B" preference shares is subject to whatever conditions, restrictions, limitations or prohibitions on the right of the Corporation to redeem any shares which may exist at any time or from time to time at law or in accordance with the conditions and terms attached to any other issued and outstanding security of any kind whatsoever of the Corporation.

- (g) The Corporation may at any time or times purchase for cancellation the whole or any part of the Class "B" preference shares outstanding from time to time at the lowest price at which, in the option of the directors, such shares are obtainable but not exceeding the redemption amount thereof.
- (h) Any amendment to the Articles of the Corporation to delete or vary any preference, right, condition, restriction, limitation or prohibition, attaching to the Class "B" preference shares in addition to any authorization by special Resolution may be authorized by at least two-thirds of the votes cast at a meeting of the holders of the shares affected duly called for that purpose. The formalities to be observed with respect to the giving of notice of any meeting of the Class "B" preference shares and the conduct thereof and the quorum therefor shall mutatis mutandis be those from time to time described in the by-laws of the Corporation with respect to meetings of shareholders.

The following shall apply to the Class "C" common shares:

- (a) The holder of each Class "C" common share shall not have the right to vote at any meetings of the shareholders.
- (b) The Class "C" common shareholder shall be entitled to receive the remaining property of the Corporation upon the dissolution or winding up of the Corporation on an equal basis with the Class "A" common shareholders for each Class "A" common share and Class "C" common share then issued and outstanding in the Corporation.

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9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows: L'émission, le transfert ou la propriété d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes:

No shares shall be transferred without the express consent of a majority of the directors, to be signified by a resolution passed by the Board.

10. Other provisions (if any): Autres dispositions, s'il y a lieu:

1. The number of shareholders of the Corporation exclusive of persons who are in its employment and exclusive of persons, who, having been formerly in the employment, and have continued to be shareholders of the Corporation, is limited to not more than fifty, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
 2. Any invitation to the public to subscribe for securities of the Corporation is prohibited.
 3. Provided always that upon being authorized by resolution of the Board of Directors, the Corporation may purchase any of its issued common shares subject to the requirements of Section 30 of the Business Corporations Act, R.S.O. 1990.
 4. The directors of the Corporation may:
 - (a) borrow money upon the credit of the Corporation;
 - (b) issue, reissue, sell or pledge debt obligations of the Corporation;
 - (c) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.
11. The statements required by subsection 178(2) of the Business Corporations Act are attached as Schedule "A". Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les compagnies constituent l'annexe "A".
12. A copy of the amalgamation agreement or directors resolutions (as the case may be) is/are attached as Schedule "B". Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe "B".

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These articles are signed in duplicate.

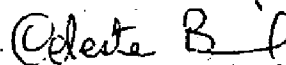
Les présents statuts sont signés en double exemplaire.

Names of the amalgamating corporations and
signatures and descriptions of office of their proper
officers

Dénomination sociale des compagnies qui fusionnent,
signature et fonction de leurs dirigeants régulièrement
désignés.

DIXIE ELECTRIC LTD.

PER:



CELESTA MARTINA BUCCIOL
President

PER:



AUGUST H. BUSS
Secretary

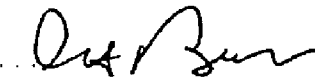
901901 ONTARIO LTD.

PER:



ANGELO BUCCIOL
President

PER:



AUGUST H. BUSS
Secretary

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SCHEDULE "A"

IN THE MATTER OF SECTION 178 OF THE BUSINESS CORPORATIONS ACT, R.S.O. 1990
AND IN THE MATTER OF THE AMALGAMATION OF DIXIE ELECTRIC LTD. AND 901901
ONTARIO LTD.

STATEMENT OF A DIRECTOR AND OFFICER

OF

DIXIE ELECTRIC LTD.

I, CELESTA MARTINA BUCCIOL, being a Director and President of
DIXIE ELECTRIC LTD. hereby state as follows:

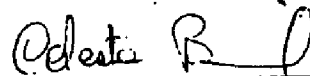
1. I have reasonable grounds for believing that:

- i) the amalgamating Corporation, namely, 901901 Ontario Ltd.
is able to pay and the amalgamated Corporation will be able
to pay its liabilities as they become due; and
- ii) the realizable value of the amalgamated Corporation's
assets will not be less than the aggregate of its
liabilities and stated capital of all classes.

2. I have reasonable grounds to believe that no creditor will be
prejudiced by the amalgamation.

3. No creditors have notified the Corporation of any objections to
the amalgamation. Therefore Section 178 (2) (d) is not applicable.

This statement made this ^{26th} ~~11th~~ day of ^{June,} ~~XXXX~~ 1996.



CELESTA MARTINA BUCCIOL
Director and President of
DIXIE ELECTRIC LTD.

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SCHEDULE "A"

IN THE MATTER OF SECTION 178 OF THE BUSINESS CORPORATIONS ACT, R.S.O. 1990
AND IN THE MATTER OF THE AMALGAMATION OF 901901 ONTARIO LTD. AND DIXIE
ELECTRIC LTD. AND

STATEMENT OF A DIRECTOR AND OFFICER


OF

901901 ONTARIO LTD.

I, ANGELO BUCCIOL, being a Director and President of 901901
ONTARIO LTD. hereby state as follows:

1. I have reasonable grounds for believing that:
 - i) the amalgamating Corporation, namely, Dixie Electric Ltd. is able to pay and the amalgamated Corporation will be able to pay its liabilities as they become due; and
 - ii) the realizable value of the amalgamated Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
2. I have reasonable grounds to believe that no creditor will be prejudiced by the amalgamation.
3. No creditors have notified the Corporation of any objections to the amalgamation. Therefore Section 178 (2) (d) is not applicable.

This statement made this ^{26th} ~~24th~~ day of ^{JUNE} ~~MAY~~ 1996.



ANGELO BUCCIOL
Director and President of
901901 ONTARIO LTD.

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REEL: 007360 FRAME: 0882

SCHEDULE 1
THIS AMALGAMATION AGREEMENT made this 26th day of June, 1996.

B E T W E E N :

DIXIE ELECTRIC LTD.,
a corporation incorporated under the
laws of the Province of Ontario;

(hereinafter called "Dixie")

OF THE FIRST PART;

- and -

901901 ONTARIO LTD.,
a corporation incorporated under the
laws of the Province of Ontario;

(hereinafter called "901901")

OF THE SECOND PART.

WHEREAS Dixie and 901901 were incorporated under the Business Corporations Act, R.S.O. 1990 or predecessors of that legislation;

AND WHEREAS Dixie and 901901 acting under the authority contained in the Business Corporations Act, R.S.O. 1990, have agreed to amalgamate on the terms and conditions hereinafter set out;

AND WHEREAS the parties have each made full disclosure to one another of all their respective assets and liabilities;

AND WHEREAS the authorized capital of Dixie is an unlimited number of shares of one class designated as Class "A" common shares; an unlimited number of shares of a second class designated as voting, non-cumulative, redeemable, retractable Class "A" preference shares; an

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unlimited number of shares of a third class designated as non-voting, non-cumulative, redeemable, retractable Class "B" preference shares; and an unlimited number of shares of a fourth class designated as non-voting Class "C" common shares, of which Three Hundred Thousand and Two (300,002) Class "A" common shares and Eighteen Thousand Three Hundred and Thirty-Nine (18,339) Class "C" common shares have been issued and are outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of 901901 is an unlimited number of shares of one class designated as Class "A" common shares; an unlimited number of shares of a second class designated as voting, non-cumulative, redeemable, retractable Class "A" preference shares and an unlimited number of shares of a third class designated as non-voting, non-cumulative, redeemable, retractable Class "B" preference shares of which Three Hundred Thousand and Two (300,002) Class "A" common shares and Eighteen Thousand Three Hundred and Thirty-Nine (18,339) Class "C" common shares have been issued and are outstanding as fully paid and non-assessable;

AND WHEREAS it is desirable that the said amalgamation should be effected.

NOW THEREFORE THIS INDENTURE WITNESSETH as follows:

1. In this Agreement:

(a) "Amalgamation Corporations" shall mean Dixie and 901901,

the parties hereto;

(b) "Amalgamated Corporation" means the Corporation continuing from the amalgamation of the Amalgamating Corporations;

(c) "Amalgamation Agreement" or "Agreement" means this Amalgamation Agreement; and

(d) "Act" means the Business Corporations Act, R.S.O. 1990.

2. The Amalgamating Corporation and each of them do hereby agree to amalgamate as of the 1st day of July, 1996 under the provisions of Section 174 of the Act, and to continue as one corporation under the terms and conditions hereinafter set out.

3. The name of the Amalgamated Corporation shall be Dixie Electric Ltd.

4. The head office of the Amalgamated Corporation shall be in the City of North York, in the Municipality of Metropolitan Toronto.

5. The address of the head office shall be 150 Klondike Drive, Weston, Ontario, M9L 1X3.

6. The Amalgamated Corporation shall have the following classes and maximum number of shares that the corporation is authorized to issue:

The Corporation is authorized to issue an unlimited number of shares of one class designated as Class "A" common shares and an unlimited number of shares of a second class designated as voting, non-cumulative, redeemable, retractable Class "A" preference shares and an unlimited number of shares of a third class designated as non-voting, non-cumulative, redeemable, retractable Class "B" preference shares and an unlimited number of shares of a fourth class designated as non-voting Class "C" common shares.

7. The Amalgamated Corporation shall have the rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series as set out below:

The following shall apply to the Class "A" common shares:

- (a) The holder of each Class "A" common share shall have the right to one vote for each such Class "A" common share at all meetings of the shareholders other than meetings of the holders of another class of shares.
- (b) The Class "A" common shareholders shall be entitled to receive the remaining property of the Corporation upon the dissolution or winding up of the Corporation on an equal basis with the Class "C" common shareholders for each Class "A" common share and Class "C" common share then issued and

outstanding in the Corporation.

The voting, non-cumulative, redeemable, retractable Class "A" preference shares (hereinafter called the Class "A" preference shares) shall have attached thereto the following:

- (a) The redemption amount for each Class "A" preference share shall be Five Hundred Dollars (\$500.00) plus all unpaid non-cumulative dividends which have previously been declared and are unpaid and no more.
- (b) The holders of Class "A" preference shares shall in each year in the discretion of the Directors be entitled out of any or all profits or surplus available for dividends to a non-cumulative dividend on each Class "A" preference share as determined and declared by the Directors out of such profit or surplus or any part thereof. The Directors shall be entitled from time to time to declare part of the non-cumulative dividend for any fiscal year notwithstanding that such dividends for such year have not been declared in full. If within three months after the expiration of the fiscal year of the Corporation the Board of Directors in its discretion shall not have declared the said dividend or any part thereof on the Class "A" preference shares for any fiscal year then the rights of the shareholders of Class "A" preference shares for such dividend or any undeclared part thereof for the fiscal year shall be forever

extinguished. The holders of Class "A" preference shares shall not be entitled to any dividend other than or in excess of the non-cumulative dividend herein provided for.

- (c) The Corporation may upon giving notice as hereafter provided redeem the whole or any part of the Class "A" preference shares without the consent of the holders thereof, upon payment for each share to be redeemed the redemption amount thereof; not less than thirty (30) days notice in writing for such redemption shall be given by mailing such notice to the registered holders of the shares to be redeemed specifying the date and place or places of redemption; if notice of such redemption be given by the Corporation in the manner aforesaid, and an amount sufficient to redeem the shares shall be deposited with any Trust Company or Chartered Bank in Canada, as specified in the notice, on or before the date fixed for redemption, the dividends on the Class "A" preference shares to be redeemed shall cease after the date so fixed for redemption, and the holders thereof shall not be entitled to exercise any rights as a shareholder in respect thereof; and shall thereafter have no rights against the Corporation in respect thereof, except upon the surrender of the certificates of such shareholders, to receive payment therefor out of the moneys so deposited. Any notice to be sent to a shareholder shall be sent by prepaid mail addressed to such shareholder at his address as appears on

the books of the Corporation or in the event of the address of such shareholder not appearing then to the last known address of such shareholder.

(d) The holders of Class "A" preference shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and have one vote for each Class "A" preference share held at all meetings of the shareholders of the Corporation.

(e) In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Class "A" preference shares shall be entitled to receive before any distribution of assets amongst the common shareholders the redemption amount thereof. Any distribution to be shared equally between the Class "A" preference shares and Class "B" preference shares.

(f) Any registered holder of Class "A" preference shares may, at his option, upon giving notice as hereafter provided, require the Corporation at any time or times to redeem all or any of the Class "A" preference shares held by him, and the Corporation shall pay to such holder for each such share which the holder requires to be redeemed an amount equal to the redemption amount thereof. In the event that any registered holder of Class "A" preference shares

desires to require the redemption, as aforesaid of all or any of the Class "A" preference shares held by him, such registered holder shall mail to the Corporation a notice in writing of his intention to require redemption, which notice shall also specify therein the number of Class "A" preference shares to be so redeemed; on the date thirty (30) days next following the receipt of such notice by the Corporation (hereinafter called "the redemption date") the Corporation shall pay or cause to be paid to the order of the registered holder of such Class "A" preference shares the redemption amount upon presentation and surrender at the head office of the Corporation of the certificates representing the Class "A" preference shares specified in the notice; if a part only of the Class "A" preference shares represented by the certificates shall be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation; from and after the redemption date, the holder of Class "A" preference shares to be redeemed as aforesaid, shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights as shareholder in respect thereof unless payment of their redemption amount shall not be made upon presentation of the certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected; the Corporation shall have the right at any time after the redemption date as aforesaid to deposit the redemption amount for the Class "A" preference shares

required to be redeemed or such of the said shares represented by the certificates as have not as of the date of such deposit been surrendered by the holder thereof in connection with such redemptions to a special account at any Chartered Bank or Trust Company in Canada to be paid without interest to the holders of such Class "A" preference shares upon presentation and surrender to such Bank or Trust Company of the Certificates representing the same and upon such deposit being made the Class "A" preference shares in respect of which such deposits have been made shall be redeemed and the right of the holder thereof after such deposit or redemption date, as the case may be, shall be limited to receiving without interest the redemption amount so deposited against presentation and surrender of the said Certificate held by him. Any interest allowed on any such deposit shall belong to the Corporation, provided that with any such deposit the Corporation shall forthwith mail to the holder of the Class "A" preference shares a notice in writing advising of such deposit and specifying the name of the Chartered Bank or Trust Company as the case may be, wherein such special account is for the time being maintained. Such notice shall be mailed in a prepaid letter addressed to such holder at his address as it appears on the books of the Corporation or in the event of the address of such shareholder not so appearing, then the last known address for such shareholder. Provided always that the right of

any holder of Class "A" preference shares to require the Corporation to redeem all or part of his holdings for such Class "A" preference shares is subject to whatever conditions, restrictions, limitations or prohibitions on the right of the Corporation to redeem any shares which may exist at any time or from time to time at law or in accordance with the conditions and terms attached to any other issued and outstanding security of any kind whatsoever of the Corporation.

- (g) The Corporation may at any time or times purchase for cancellation the whole or any part of the Class "A" preference shares outstanding from time to time at the lowest price at which, in the option of the directors, such shares are obtainable but not exceeding the redemption amount thereof.

- (h) Any amendment to the Articles of the Corporation to delete or vary any preference, right, condition, restriction, limitation or prohibition, attaching to the Class "A" preference shares in addition to any authorization by special resolution may be authorized by at least two-thirds of the votes cast at a meeting of the holders of the shares affected duly called for that purpose. The formalities to be observed with respect to the giving of notice of any meeting of the Class "A" preference shares and the conduct thereof and the quorum therefor shall mutatis mutandis be

those from time to time described in the by-laws of the Corporation with respect to meetings of shareholders.

The said non-voting, non-cumulative, redeemable, retractable Class "B" preference shares (hereinafter called the Class "B" preference shares) shall have attached thereto the following:

- (a) The redemption amount for each Class "B" preference share shall be Five Hundred Dollars (\$500.00) plus all unpaid non-cumulative dividends which may have been previously declared and are unpaid and no more.

- (b) The holders of Class "B" preference shares shall in each year in the discretion of the Directors be entitled out of any or all profits or surplus available for dividends to a non-cumulative dividend on each Class "B" preference share as determined and declared by the Directors out of such profits or surplus or any part thereof. The Directors shall be entitled from time to time to declare part of the non-cumulative dividend for any fiscal year notwithstanding that such dividends for such year may not have been declared in full. If within three months after the expiration of the fiscal year of the Corporation the Board of Directors in its discretion shall not have declared the said dividend or any part thereon on the Class "B" preference shares in any fiscal year then the rights of the shareholders of the Class "B" preference shares of such

dividend or any undeclared part thereof for the fiscal year shall be forever extinguished. The holders of Class "B" preference shares shall not be entitled to any dividend other than the non-cumulative dividend herein provided.

- (c) The Corporation may upon giving notice as hereafter provided, redeem the whole or any part of the Class "B" preference shares without the consent of the holders thereof, upon payment for each share to be redeemed for the redemption amount thereof; not less than thirty days notice in writing of such redemption shall be given by mailing such notice to the registered holders of the Class "B" preference shares to be redeemed specifying the date and place or places of redemption; if notice of such redemption is given by the Corporation in the manner aforesaid an amount sufficient to redeem the shares shall have been deposited in any Chartered Bank or Trust Company in Canada specified in the notice, on or before the date fixed for redemption, the dividends on the Class "B" preference shares to be redeemed shall cease after that date so fixed for redemption and the holders thereof shall not be entitled to exercise any rights as a shareholder in respect thereof; and shall thereafter have no rights against the Corporation in respect thereof, except upon the surrender of the certificates for such shares to receive payment therefor out of the moneys so deposited. Any notice to be sent to a shareholder shall be sent by prepaid mail

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addressed to such shareholder at his address as appears on the books of the Corporation or in the event of the address of such shareholder not appearing, then to the last known address of such shareholder.

- (d) The holders of Class "B" preference shares shall not as such have voting rights for the election of Directors or for other purposes nor shall they be entitled to attend shareholders' meetings and receive notice thereof; provided, however, that the holders of Class "B" preference shares shall be entitled to notice of shareholders' meetings called for the purpose of authorizing the dissolution of the Corporation or the sale of its undertakings or a substantial part thereof.

- (e) In the event of the liquidation, dissolution or winding-up of the Corporation whether voluntarily or involuntarily, the holders of Class "B" preference shares shall be entitled to receive before any distribution of the assets of the Corporation among the common shareholders the redemption amount thereof and no more. Any distribution to be shared equally between the Class "A" preference shares and the Class "B" preference shares.

- (f) Any registered holder of Class "B" preference shares may, at his option, upon giving notice as hereinafter provided, require the Corporation at any time or times to redeem all

or any of the Class "B" preference shares held by him, and the Corporation shall pay to such holder for each such share which the holder requires to be redeemed an amount equal to the redemption amount thereof. In the event that any registered holder of Class "B" preference shares desires to require the redemption, as aforesaid, of all or any of the Class "B" preference shares held by him, the said registered holder shall mail to the Corporation notice in writing of his intention to require redemption which notice shall also specify therein the number of Class "B" preference shares to be so redeemed; on the date thirty days next following the receipt of such notice by the Corporation (herein called the "redemption date") the Corporation shall pay or cause to be paid to the order of the registered holders of such Class "B" preference shares the redemption amount upon presentation and surrender at the head office of the Corporation of the Certificates representing the Class "B" preference shares specified in the notice; if a part only of the Class "B" preference shares represented by the Certificate shall be redeemed, a new Certificate for the balance shall be issued at the expense of the Corporation; from and after the redemption date, the holder of the Class "B" preference shares to be redeemed, as aforesaid, shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights as a shareholder in respect thereof unless payment of their redemption amount shall not be made upon

presentation of the Certificates in accordance with the foregoing provision, in which case the rights of the holder shall remain unaffected; the Corporation shall have the right at any time after the redemption date as aforesaid to deposit the redemption amount of the Class "B" preference shares required to be redeemed or of such of the said shares represented by Certificates as have not as of the date of such deposit been surrendered by the holder thereof in connection with such redemptions to a special account at any Chartered Bank or Trust Company in Canada to be paid without interest to the holders of such Class "B" preference shares upon presentation and surrender to such Bank or Trust Company of the Certificates representing the same and upon such deposit being made the Class "B" preference shares in respect of which such deposits have been made shall be redeemed and the right of the holder thereof after such deposit or redemption date, as the case may be, shall be limited to receiving without interest the redemption amount so deposited against the presentation and surrender of the Certificate held by him. Any interest allowed on any such deposit shall belong to the Corporation, provided, that with any such deposit the Corporation shall forthwith mail to the holder of the Class "B" preference shares a notice in writing advising of such deposit and specifying the name of the Chartered Bank or Trust Company as the case may be, wherein such special account is for the time being maintained. Such notice

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shall be mailed in a prepaid letter addressed to such holder at his address as it appears on the books of the Corporation or in the event of the address of such shareholder not so appearing, then the last known address for such shareholder. Provided always that the right of any holder of Class "B" preference shares to require the Corporation to redeem all or part of his holdings of such Class "B" preference shares is subject to whatever conditions, restrictions, limitations or prohibitions on the right of the Corporation to redeem any shares which may exist at any time or from time to time at law or in accordance with the conditions and terms attached to any other issued and outstanding security of any kind whatsoever of the Corporation.

- (g) The Corporation may at any time or times purchase for cancellation the whole or any part of the Class "B" preference shares outstanding from time to time at the lowest price at which, in the option of the directors, such shares are obtainable but not exceeding the redemption amount thereof.

- (h) Any amendment to the Articles of the Corporation to delete or vary any preference, right, condition, restriction, limitation or prohibition, attaching to the Class "B" preference shares in addition to any authorization by special Resolution may be authorized by at least two-thirds

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of the votes cast at a meeting of the holders of the shares affected duly called for that purpose. The formalities to be observed with respect to the giving of notice of any meeting of the Class "B" preference shares and the conduct thereof and the quorum therefor shall mutatis mutandis be those from time to time described in the by-laws of the Corporation with respect to meetings of shareholders.

The following shall apply to the Class "C" common shares:

- (a) The holder of each Class "C" common share shall not have the right to vote at any meetings of the shareholders.
- (b) The Class "C" common shareholder shall be entitled to receive the remaining property of the Corporation upon the dissolution or winding up of the Corporation on an equal basis with the Class "A" common shareholders for each Class "A" common share and Class "C" common share then issued and outstanding in the Corporation.

8. The issued and outstanding shares in the capital of the Amalgamating Corporations shall be converted into issued and outstanding shares in the capital of the Amalgamated Corporation as follows:

- (a) The Three Hundred Thousand and Two (300,002) issued and outstanding Class "A" common shares of Dixie shall be converted pro rata into Three Hundred Thousand and Two

(300,002) issued and fully paid up Class "A" common shares of the Amalgamated Corporation;

(b) The Three Hundred Thousand and Two (300,002) issued and outstanding Class "A" common shares of 901901 shall be converted pro rata into Three Hundred Thousand and Two (300,002) issued and fully paid up Class "A" common shares of the Amalgamated Corporation;

(c) The Eighteen Thousand Three Hundred and Thirty-Nine (18,339) issued and outstanding Class "C" common shares of Dixie shall be converted pro rata into Eighteen Thousand Three Hundred and Thirty-Nine (18,339) issued and fully paid up Class "C" common shares of the Amalgamated Corporation;

(d) The Eighteen Thousand Three Hundred and Thirty-Nine (18,339) issued and outstanding Class "C" common shares of 901901 shall be converted pro rata into Eighteen Thousand Three Hundred and Thirty-Nine (18,339) issued and fully paid up Class "C" common shares of the Amalgamated Corporation;

Provided that the issued capital of the Amalgamated Corporation shall be equal to the aggregate of the issued capitals of each of the Amalgamating Corporations before such amalgamation becomes effective. After filing of the Articles of Amalgamation in respect of this Agreement

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and the issue of a Certificate of Amalgamation in respect thereof, the shareholders of the Amalgamating Corporations when requested by the Amalgamated Corporation shall surrender the shares respecting the shares held by them in the Amalgamating Corporations and, subject to the provisions of the Act, in return shall be entitled to receive certificates for shares in the Amalgamated Corporation on the basis aforesaid. Any shares of the Amalgamating Corporations herein remaining authorized and unissued whether preferred or common shall be cancelled.

9. The Board of Directors of the Amalgamated Corporation, until otherwise changed in accordance with the Act, shall consist of a minimum of one and a maximum of ten, the first directors of the Amalgamated Corporation shall be as follows who are all Canadian residents:

ANGELO BUCCIOL
CELESTA MARTINA BUCCIOL
LUIGI DE BAROLO
SYED SABI AHSAN
RICHARD D. GRAHAM

The said first directors shall hold office until the first annual meeting of the Amalgamated Corporation, or until their successors are elected or appointed. The subsequent directors shall be elected each year thereafter at either a general meeting or the annual meeting of the shareholders by a majority of the votes cast at such meeting. The affairs and business of the Amalgamated Corporation shall be under the management of the Board of Directors from time to time, subject to the provisions of

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the Act.

10. The by-laws of Dixie, so far as applicable, shall be the by-laws of the Amalgamated Corporation, until repealed, amended, altered or added to. The proposed by-laws of the Amalgamated Corporation may be examined at 150 Klondike Drive, Weston, Ontario, M9L 1X3.

11. Subject to the provisions of the Act the following provisions shall apply to the Amalgamated Corporation:

- a) The number of shareholders of the Corporation shall be limited to fifty (50), not including persons in the employment of the Corporation, two or more persons holding one (1) share or more shares jointly being counted as a single shareholder.
- b) Any invitation to the public to subscribe for any shares, debentures or debenture stock of the Corporation shall be prohibited.
- c) Provided always that upon being authorized by resolution of the Board of Directors, the Corporation may purchase any of its issued common shares subject to the requirements of Section 30 of the Business Corporations Act, R.S.O. 1990.
- d) The right to transfer shares of the Corporation shall be restricted in that no shares shall be transferred without

the express sanction of the Directors, to be signified by a Resolution passed by the Board of Directors.

12. The Amalgamated Corporation shall possess all the property, rights, privileges, franchises and other assets and shall be subject to all of the liabilities, contracts, disabilities and debts of each of the Amalgamating Corporations.

13. All rights of creditors against the property, rights and assets of the Amalgamating Corporations and all liens upon their property, rights and assets shall be unimpaired by such amalgamation and all debts, contracts, liabilities and duties of the Amalgamating Corporations shall thenceforth be attached to the Amalgamated Corporation and may be enforced against it.

14. No action or proceeding by or against any of the Amalgamating Corporations shall abate or be affected by such amalgamation.

15. Upon each of the Amalgamating Corporations approving this Agreement by special resolution, the parties hereto shall jointly file, in duplicate, with the Minister, Articles of Amalgamation for the purpose of bringing such amalgamation into effect.

IN WITNESS WHEREOF this Amalgamation Agreement has been duly executed by the parties hereto under their respective corporate seals as witnessed by the signatures of their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:)

DIXIE ELECTRIC LTD.

Per: Celesta B. C.
CELESTA MARTINA BUCCIOL
President and Director
(I have authority to bind the
corporation)

901901 ONTARIO LTD.

Per: Angelo B.
ANGELO BUCCIOL
President and Director
(I have authority to bind the
corporation)

I hereby certify that this document is a true copy of an Articles of Amalgamation changing the name of Applicant from 901901 Ontario Ltd. to Dixie Electric Ltd.

Cherice A. Tadday
Cherice A. Tadday

STATE OF MICHIGAN
COUNTY OF COVINGTON

Before me personally appeared said Cherice A. Tadday and acknowledged the foregoing instrument to be her own free act and deed, this 10th day of JULY, 1997.

Georgeann K. Mach
Notary Public

GEORGEANN K. MACH
Notary Public, Oakland County, MI
My Commission Expires Feb. 7, 2000

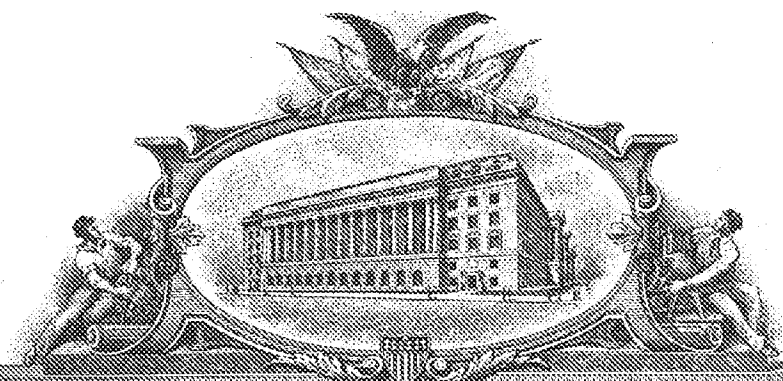
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THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

June 17, 2021

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
JULY 14, 1997.**

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office



P. R. Grant
P. R. GRANT
Certifying Officer

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