

02-02-2000



101257601

TRADEMARK

RECEIVED
DEC 30 AM 9:20
OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 12.30.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document (or copy) (if applicable).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
Dec. 15, 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/01/2000 TTDW11 00000087 75666846

01 FC:481
02 FC:482

40.00 OP
200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002015 FRAME: 0423

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/666816"/>	<input type="text" value="75/629447"/>	<input type="text" value="75/621224"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/666815"/>	<input type="text" value="75/629279"/>	<input type="text" value="75/620576"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/666811"/>	<input type="text" value="75/624217"/>	<input type="text" value="75/620575"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

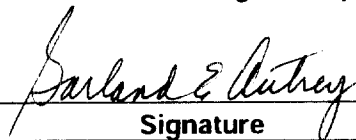
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Garland E. Autrey
Name of Person Signing


Signature

12/30/99
Date Signed

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "OUTSOURCE PARTNERS, INC.", CHANGING ITS NAME FROM "OUTSOURCE PARTNERS, INC." TO "OUTSOURCE HOLDINGS, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF DECEMBER, A.D. 1999, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Handwritten signature of Edward J. Freel in cursive script.

Edward J. Freel, Secretary of State

2818490 8100

991539581

AUTHENTICATION:

0143391

DATE:

12-15-99

TRADEMARK

REEL: 002015 FRAME: 0425

**CERTIFICATE OF
SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

OF

OUTSOURCE PARTNERS, INC.

* * * * *

Kenneth W. Oringer, being the Executive Vice President of OutSource Partners, Inc., a corporation duly organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY as follows:

FIRST: The Corporation filed its original Certificate of Incorporation with the Delaware Secretary of State on December 4, 1997 (the "Certificate of Incorporation") under the name of Staffsource USA, Inc.

SECOND: The Second Amended and Restated Certificate of Incorporation restates, integrates and further amends the Certificate of Incorporation of this Corporation.

THIRD: That the Board of Directors of the Corporation, pursuant to a unanimous written consent, adopted resolutions authorizing the Corporation to amend, integrate and restate the Certificate of Incorporation in its entirety to read as set forth in Exhibit A attached hereto and made a part hereof (the "Restated Certificate").

FOURTH: That the sole stockholder of the Corporation, pursuant to written consent, approved and adopted the Restated Certificate in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, the undersigned, being the Executive Vice President hereinabove named, for the purpose of restating and integrating and further amending the Certificate of Incorporation pursuant to the General Corporation Law of the State of Delaware, under penalty of perjury does hereby declare and certify that this is the act and deed of the Corporation and the facts stated herein are true, and accordingly has hereunto signed this Certificate of Second Amended and Restated Certificate of Incorporation this 15th day of December, 1999.

OUTSOURCE PARTNERS, INC.
a Delaware corporation

By: /s/ Kenneth W. Oringer
Kenneth W. Oringer
Executive Vice President

EXHIBIT A

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION****OF****OUTSOURCE HOLDINGS, INC.****ARTICLE FIRST**

The name of the Corporation is OutSource Holdings, Inc.

ARTICLE SECOND

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is THE CORPORATION TRUST COMPANY.

ARTICLE THIRD

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE FOURTH**Part A. Authorized Capital Stock**

The total number of shares of capital stock which the Corporation has authority to issue is 8,671,765, consisting of:

- (1) 55,000 shares of Preferred Stock, par value \$.01 per share (the "Preferred Stock");
- (2) 10,000 shares of Class A Voting Common Stock, par value \$.01 per share (the "Class A Common");
- (3) 100,251 shares of Class B Voting Common Stock, par value \$.01 per share (the "Class B Common");

(4) 5,514 shares of Class C Non-Voting Common Stock, par value \$.01 per share (the "Class C Common");

(5) 8,000,000 shares of Class D Voting Common Stock, par value \$.01 per share (the "Class D Common");

(6) 1,000 shares of Class E Voting Common Stock, par value \$.01 per share (the "Class E Common"); and

(7) 500,000 shares of Class F Voting Common Stock, par value \$.01 per share (the "Class F Common");

The Class A Common, Class B Common, Class C Common, Class D Common, Class E Common and Class F Common are hereafter referred to collectively as the "Common Stock." The shares of the Preferred Stock and the Common Stock shall have the rights, preferences and limitations set forth below.

Part B. Powers, Preferences and Special Rights of the Preferred Stock

Section 1. Dividends.

1A. General Obligation. When and as declared by the Corporation's Board of Directors and to the extent permitted under the Delaware General Corporation Law, the Corporation shall pay preferential dividends to the holders of the Preferred Stock as provided in this Section 1. Except as otherwise provided herein, dividends on each share of the Preferred Stock (a "Share") shall accrue on a daily basis at the rate of 8% per annum on the sum of the Liquidation Value thereof plus all accumulated and unpaid dividends thereon, from and including the date of issuance of such Share to and including the first to occur of (i) the date on which the Liquidation Value of such Share (plus all accrued and unpaid dividends thereon) is paid to the holder thereof in connection with the liquidation of the Corporation or the redemption of such Share by the Corporation or (ii) the date on which such share is otherwise acquired by the Corporation. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends, and such dividends shall be cumulative such that all accrued and unpaid dividends shall be fully paid or declared with funds irrevocably set apart for payment before any dividend, distribution or payment may be made with respect to any Junior Securities. The date on which the Corporation initially issues any Share shall be deemed to be its "date of issuance" regardless of the number of times transfer of such Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Share.

1B. Dividend Reference Dates. To the extent not paid on March 31, June 30, September 30 and December 31 of each year, beginning December 31, 1999 (the "Dividend Reference Dates"), all dividends which have accrued on each Share outstanding during the

three-month period (or other period in the case of the initial Dividend Reference Date) ending upon each such Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such Share until paid to the holder thereof.

1C. Distribution of Partial Dividend Payments. Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the aggregate accrued but unpaid dividends on the Shares held by each such holder.

Section 2. Liquidation. Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of the Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash equal to the aggregate Liquidation Value of all Shares of the Preferred Stock held by such holder (plus all accrued and unpaid dividends thereon), and the holders of the Preferred Stock shall not be entitled to any further payment. If, upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Preferred Stock are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid under this Section 2, then the entire assets available to be distributed to the Corporation's stockholders shall be distributed pro rata among such holders based upon the aggregate Liquidation Value (plus all accrued and unpaid dividends) of the Preferred Stock held by each such holder. Not less than 60 days prior to the payment date stated therein, the Corporation shall mail written notice of any such liquidation, dissolution or winding up to each record holder of the Preferred Stock, setting forth in reasonable detail the amount of proceeds to be paid with respect to each Share and each share of Common Stock in connection with such liquidation, dissolution or winding up.

Section 3. Priority of Preferred Stock on Dividends and Redemption. So long as any Preferred Stock remains outstanding, without the prior written consent of the holders of a majority of the Preferred Stock then outstanding, neither the Corporation nor any Subsidiary shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities; provided that the Corporation may repurchase shares of Common Stock from present or former employees of the Corporation and its Subsidiaries pursuant to arrangements approved by the Corporation's Board of Directors for an aggregate purchase price of no more than the fair market value of such shares and provided further that the Corporation may redeem shares of Common Stock pursuant to the terms of the Recapitalization Agreement.

Section 4. No Voting Rights. Except as otherwise provided herein and as otherwise required by law, the holders of the Preferred Stock shall have no voting rights; provided that the holders of the Preferred Stock shall be entitled to notice of all stockholder meetings at the same time and in the same manner as notice is given to the stockholders entitled to vote at such meetings.

Section 5. Registration of Transfer. The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of Shares of Preferred Stock. Upon the surrender of any certificate representing Preferred Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such Preferred Stock represented by the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

Section 6. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Shares of Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 7. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested and postage prepaid, or by reputable overnight courier service, charges prepaid, and shall be deemed to have been given when so mailed or sent (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

Section 8. Certain Definitions.

"Dividend Reference Date" has the meaning set forth in paragraph 1B hereof.

"Junior Securities" means any capital stock or other equity securities of the Corporation, except for the Preferred Stock.

"Liquidation Value" of any Share of Preferred Stock as of any particular date shall be equal to \$1,000.

"Share" has the meaning set forth in paragraph 1A hereof.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing general partner of such limited liability company, partnership, association or other business entity.

Section 9. Amendment and Waiver. No amendment, modification or waiver shall be binding or effective with respect to any provision of this Part B hereof without the prior written consent of the holders of a majority of the Preferred Stock outstanding at the time such action is taken.

Part C. Powers, Preferences and Special Rights of the Common Stock

Except as otherwise provided in this Part C or as otherwise required by applicable law, all shares of Common Stock shall be identical in all respects and shall entitle the holders thereof to the same rights, preference and privileges, subject to the same qualifications, limitations and restrictions, as set forth herein.

Section 1. Voting Rights.

1A. Voting Common Stock. Except as otherwise provided in this Part C or as otherwise required by applicable law, the holders of Class A Common, Class B Common, Class D Common, Class E Common and Class F Common shall be entitled to one vote per share on all matters to be voted on by the Corporation's stockholders, and the holders of Class A Common, Class B Common, Class D Common, Class E Common and Class F Common shall vote together as a single class.

1B. Non-voting Common Stock. Except as otherwise provided in this Part C or as otherwise required by applicable law, the holders of Class C Common shall have no right to vote on any matters to be voted on by the Corporation's stockholders.

1C. Quorums and Other Matters. All quorums and requisite voting shall be based on voting stock only, except to the extent limited by Delaware law.

Section 2. Conversion of the Class C Common. Each share of the Class C Common shall be convertible into one share of the Class B Common on a one-time and irreversible basis at any time upon the election of the stockholder of the shares to be so converted; provided that, if a stockholder that is so converting shares of the Class C Common into shares of the Class B Common is a Regulated Holder, such stockholder shall not, and shall not permit any of its Bank Holding Company Affiliates to, convert any shares of the Class C Common held by them into shares of the Class B Common if, after giving effect to such conversion, (i) such stockholder and its Bank Holding Company Affiliates would own more than 5% of the total issued and outstanding shares of the Class B Common or (ii) such stockholder would be deemed to have the power to exercise a controlling influence over the management or policies of, or otherwise control, the Corporation (and for purposes of this clause (ii), a reasoned opinion of counsel to such stockholder (which is based on facts and circumstances deemed appropriate by such counsel) to the effect that such stockholder does have such controlling influence or otherwise control the Corporation shall be conclusive). For purposes of this Section 2, the following terms have the following meanings:

"Bank Holding Company Affiliate" shall mean, with respect to any Regulated Holder, (i) if such Regulated Holder is a bank holding company, any company directly or indirectly controlled by such bank holding company, and (ii) otherwise, the bank holding company that controls such Regulated Holder and any person or entity (other than such Regulated Holder) directly or indirectly controlled by such bank holding company.

"Regulated Holder" shall mean a stockholder of the Corporation that is subject to the provisions of Regulation Y.

"Regulation Y" shall mean Regulation Y promulgated by the Board of Governors of the Federal Reserve System (12 C.F.R. §225) or any successor regulation.

Section 3. Distributions. No Distributions other than Distributions in complete liquidation of the Corporation shall be made on any Common Stock without the unanimous approval of the Corporation's Board of Directors and the rights of the holders of Common Stock to receive such Distributions are subject to the provisions of the Preferred Stock. At the time of each Distribution, such Distribution shall be made to the holders of the Common Stock outstanding as of the time of such Distribution in the following priority:

3A. The holders of the Class A Common, as a separate class, shall be entitled to receive all or a portion of such Distribution (ratably among such holders based upon the number of shares of the Class A Common held by each such holder as of the time of such Distribution) equal to the aggregate Unpaid Yield on the outstanding shares of the Class A Common as of the time of such Distribution, and no Distribution or any portion thereof shall be made under paragraphs 3B or 3C below until the entire amount of the Unpaid Yield on the outstanding shares of the Class A

Common as of the time of such Distribution has been paid in full. The Distributions made pursuant to this paragraph 3A to holders of the Class A Common shall constitute a payment of Yield on the Class A Common.

3B. After the required amount of a Distribution has been made in full pursuant to paragraph 3A above, the holders of the Class A Common, as a separate class, shall be entitled to receive all or a portion of such Distribution (ratably among such holders based upon the number of shares of the Class A Common held by each such holder as of the time of such Distribution) equal to the aggregate Unreturned Original Cost of the outstanding shares of the Class A Common as of the time of such Distribution, and no Distribution or any portion thereof shall be made under paragraph 3C below until the entire amount of the Unreturned Original Cost of the outstanding shares of the Class A Common as of the time of such Distribution has been paid in full. The Distributions made pursuant to this paragraph 3B to holders of the Class A Common shall constitute a return of Original Cost of the Class A Common.

3C. After the required amount of a Distribution has been made pursuant to paragraphs 3A and 3B above, (i) if there are any shares of the Class A Common outstanding, (a) the holders of the Class A Common shall be entitled to receive 10% of the remaining portion of such Distribution (ratably among such holders based upon the number of shares of the Class A Common held by each such holder as of the time of such Distribution), and (b) the holders of the Class B Common and Class C Common shall be entitled to receive 90% of the remaining portion of such Distribution (ratably among such holders based upon the number of shares of the Class B Common and Class C Common held by each such holder as of the time of such Distribution), and (ii) if there are no shares of the Class A Common outstanding, the holders of the Class B Common and Class C Common shall be entitled to receive 100% of the remaining portion of such Distribution (ratably among such holders based upon the number of shares of the Class B Common and Class C Common held by each such holder as of the time of such Distribution).

3D. No Distributions shall be made on the Class D Common, Class E Common or Class F Common prior to the consummation of the transactions contemplated in the Recapitalization Agreement.

Section 4. Mandatory Redemptions.

4A. Redemption After Qualified Public Offering. Upon the occurrence of any Qualified Public Offering, the Corporation shall, at the request (by written notice given to the Corporation) of the holders of a majority of the Class A Common, redeem such number of shares of the Class A Common as have an aggregate fair market value, which fair market value will be determined on the basis of the public offering price per share of Common Stock in such Qualified Public Offering, equal to 25% of the net cash proceeds from such Qualified Public Offering remaining after deduction of all discounts, underwriters' commissions and other reasonable expenses; provided however that no such redemption shall be made which would result in a violation of any applicable law or the breach of any agreement to which the Corporation is a party. The redemption

price for each share of the Class A Common shall be its fair market value as determined above. Such redemption shall take place on a date fixed by the Corporation, which date shall be not more than five days after the Corporation's receipt of such proceeds.

4B. Special Redemptions. If a Sale of the Company has occurred or the Corporation obtains knowledge that a Sale of the Company is to occur, the Corporation shall give prompt written notice of such Sale of the Company describing in reasonable detail the definitive terms and date of consummation thereof to each holder of Class A Common, but in any event such notice shall not be given later than five days after the occurrence of such Sale of the Company. The holder or holders of a majority of the Class A Common then outstanding may require the Corporation to redeem all of the shares of Class A Common at their aggregate fair market value by giving written notice to the Corporation of such election prior to the later of (i) 21 days after receipt of the Corporation's notice and (ii) five days prior to the consummation of the Sale of the Company. Upon receipt of such election(s), the Corporation shall be obligated to redeem the Class A Common on the later to occur of (i) the occurrence of the Sale of the Company or (ii) five days after the Corporation's receipt of such election. If in any case a proposed Sale of the Company does not occur, all requests to make such redemption in connection therewith shall be automatically rescinded. For purposes of this Section 4B, "Sale of the Company" means any transaction or series of transactions pursuant to which any Person(s) other than Golder, Thoma, Cressey, Rauner Fund IV, L.P. in the aggregate acquire(s) (i) capital stock of the Corporation possessing the voting power (other than voting rights accruing only in the event of a default, breach or event of noncompliance) to elect a majority of the Corporation's Board of Directors (whether by merger, consolidation, reorganization, combination, sale or transfer of the Corporation's capital stock, shareholder or voting agreement, proxy, power of attorney or otherwise) or (ii) all or substantially all of the Corporation's and its Subsidiaries' assets determined on a consolidated basis (measured by either book value in accordance with generally accepted accounting principles consistently applied or fair market value determined in the reasonable good faith judgment of the Corporation's Board of Directors).

Section 5. Stock Splits and Stock Dividends. The Corporation shall not in any manner subdivide (by stock split, stock dividend or otherwise) or combine (by stock split, stock dividend or otherwise) the outstanding Common Stock of one class unless the outstanding Common Stock of all the other classes shall be proportionately subdivided or combined. All such subdivisions and combinations shall be payable only in Class A Common to the holders of Class A Common, in Class B Common to the holders of Class B Common, in Class C Common to the holders of Class C Common, in Class D Common to the holders of Class D Common, in Class E Common to the holders of Class E Common, and in Class F Common to the holders of Class F Common. In no event shall a stock split or stock dividend constitute a payment of Yield or a return of Original Cost.

Section 6. Registration of Transfer. The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of shares of Common Stock. Upon the surrender of any certificate representing shares of any class of Common Stock at such place, the Corporation shall, at the request of the registered holder of such certificate, execute and deliver a new certificate or certificates in exchange therefor representing in

the aggregate the number of shares of such class represented by the surrendered certificate, and the Corporation forthwith shall cancel such surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

Section 7. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of any class of Common Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 8. Notices. All notices referred to herein shall be in writing, and shall be delivered by registered or certified mail, return receipt requested, postage prepaid, and shall be deemed to have been given when so mailed (i) to the Corporation at its principal executive offices and (ii) to any stockholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

Section 9. Amendment and Waiver. No amendment or waiver of any provision of this Part C shall be effective without the prior written consent of the holders of a majority of the then outstanding shares of Common Stock voting as a single class; provided that no amendment directly to any terms or provisions of any class of Common Stock that adversely affects such Class of Common Stock shall be effective without the prior consent of the holders of a majority of the then outstanding shares of such class of Common Stock.

Part D. Definitions.

"Bank Holding Company Affiliate" has the meaning set forth in Section 2 of Part C hereof.

"Common Stock" means, collectively, the Class A Common, the Class B Common, the Class C Common, the Class D Common, the Class E Common Stock, the Class F Common Stock and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Distribution" means each distribution made by the Corporation to holders of Common Stock, whether in cash, property, or securities of the Corporation and whether by dividend, liquidating distributions or otherwise; provided that neither of the following shall be a Distribution: (i) any redemption or repurchase by the Corporation of any shares of Common Stock for any reason (after which such shares shall cease to be outstanding shares) or (ii) any recapitalization or exchange of any shares of Common Stock, or any subdivision (by stock split, stock dividend or otherwise) of any outstanding shares of Common Stock.

"Original Cost" of each share of the Class A Common shall be equal to \$1,455 (as proportionally adjusted for all stock splits, stock dividends and other recapitalizations affecting the Class A Common).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Public Offering" means any offering by the Corporation of its capital stock or equity securities to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force.

"Qualified Public Offering" means the sale in an underwritten public offering registered under the Securities Act of shares of the Company's Common Stock having an aggregate offering value of at least \$20 million, including any amounts to be sold on account of selling security holders or upon the exercise of underwriters' options and prior to the deduction of fees, expenses and underwriters' discounts and commissions.

"Recapitalization Agreement" means that certain Recapitalization Agreement among the Corporation, the stockholders of the Corporation, certain investors identified therein and National Westminster Bank PLC to be entered into on or about December 10, 1999.

"Regulated Holder" has the meaning set forth in Section 2 of Part C hereof.

"Regulation Y" has the meaning set forth in Section 2 of Part C hereof.

"Unpaid Yield" of any share of Common Stock means an amount equal to the excess, if any, of (i) the aggregate Yield accrued on such share, over (ii) the aggregate amount of Distributions made by the Corporation that constitute payment of Yield on such share.

"Unreturned Original Cost" of any share of Common Stock means an amount equal to the excess, if any, of (i) the Original Cost of such share, over (ii) the aggregate amount of Distributions made by the Corporation that constitute a return of Original Cost of such share.

"Yield" means, with respect to each share of the Class A Common for each calendar quarter, the amount accruing on such share each day during such quarter at the rate of 10% per annum of the sum of (i) such share's Unreturned Original Cost, plus (ii) Unpaid Yield thereon for all prior quarters. Yield shall be compounded annually. In calculating the amount of any Distribution or redemption to be made during a calendar quarter, the portion of a Class A Common share's Yield for such portion of such quarter elapsing before such Distribution or redemption is made shall be taken into account.

ARTICLE FIFTH

The Corporation is to have perpetual existence.

ARTICLE SIXTH

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the by-laws of the Corporation.

ARTICLE SEVENTH

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation. Election of directors need not be by written ballot unless the by-laws of the Corporation so provide.

ARTICLE EIGHTH

To the fullest extent permitted by the Delaware General Corporation Law as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this Article Eighth shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE NINTH

The Corporation expressly elects not to be governed by Section 203 of the Delaware General Corporation Law.

ARTICLE TENTH

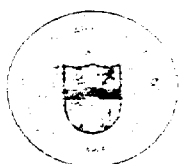
The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and

by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "DASH.COM, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF DECEMBER, A.D. 1999, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

2978849 8100

AUTHENTICATION: 0142955

991539789

DATE: 12-15-99