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Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name Online Media, Inc.

Execution Date
Month Day Year
May 8, 1997

Formerly

Individual General Partnership Limited Partnership Corporation Association
 Other

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of conveying parties attached

Name BuyMedia, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 411 Airport Boulevard

Address (line 2)

Address (line 3) Burlingame California/USA 94010

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Corporation Association
 Other
 Citizenship/State of Incorporation/Organization California

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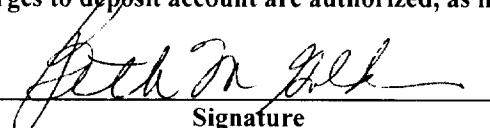
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Name _____			
Address (line 1) _____			
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Correspondent Name and Address		Area Code and Telephone Number	
Name Heller Ehrman White & McAuliffe LLP		(415) 772-6881	
Address (line 1) 333 Bush Street			
Address (line 2) San Francisco, CA 94104-2878			
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Pages	Enter the total number of pages of the attached conveyance document including any attachments		#20
Trademark Application Number(s) or Registration Numbers(s)			<input type="checkbox"/> Mark if additional numbers attached
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Trademark Application Number(s)		Registration Number(s)	
		2,200,181	2,294,586
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Number of Properties	Enter the total number of properties involved.	# 3	
Fee Amount	Fee Amount for Properties Listed (37 CFR 3.41):	#\$ 90.00	
Method of Payment:	Enclosed <input checked="" type="checkbox"/>	Deposit Account <input type="checkbox"/>	
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)			
Deposit Account Number: # 08-1645 (Ref. # 22477-0001)			
Authorization to charge additional fees: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
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.			
Beth M. Goldman			March 19, 2001
Name of Person Signing	Signature		Date Signed

State of California

A491864

SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

MAY 12 1997



Bill Jones

Secretary of State

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
ONLINE MEDIA, INC.

MAY 09 1997

BILL JONES, Secretary of State

Michael Jackson and Victor A. Hebert certify that:

1. They are the duly elected and acting Chief Executive Officer and Secretary, respectively, of Online Media, Inc., a California corporation.

2. The Articles of Incorporation of this corporation are amended and restated to read in full as follows:

FIRST

The name of the Corporation is BuyMedia, Inc.

SECOND

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD

This Corporation is authorized to issue two classes of shares to be designated respectively Common Stock and Preferred Stock. The total number of shares of Common Stock this Corporation shall have authority to issue is 5,000,000 and the total number of shares of preferred stock this Corporation shall have authority to issue is 1,000,000. The Board of Directors is authorized within the limitations and restrictions stated in these Amended and Restated Articles of Incorporation (i) to determine and alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock other than the Series A Preferred Stock and the number of shares constituting any such series (other than the Series A Preferred Stock) and the designation thereof, or any of them; and (ii) to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any wholly unissued series of Preferred Stock other than the Series A Preferred Stock subsequent to the issue of shares of that series. If the number of shares of any series of Preferred Stock shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the

adoption of the resolution originally fixing the number of shares of such series. The Preferred Stock may be issued from time to time in one or more series. 711,095 shares of Preferred Stock are designated Series A Preferred Stock (the "Series A Preferred").

FOURTH

The relative rights, preferences, privileges and restrictions granted to or imposed on the respective classes of the shares of capital stock or the holders thereof are as follows:

1. Dividends.

1.1 Cash Dividends.

(a) The holders of Series A Preferred, out of assets of the Corporation legally available therefor, shall be entitled to receive dividends payable when and as declared by the Board of Directors, in preference and priority to any payment of any dividend on any shares of Common Stock of the Corporation (other than those payable solely in Common Stock). No right shall accrue to holders of Series A Preferred by reason of the fact that dividends on such shares are not declared or paid in any prior year, whether or not the earnings of the Corporation in that prior year were sufficient to pay dividends. No shares of Common Stock shall receive any dividend at a rate which is greater than the rate at which dividends are simultaneously paid in respect of the Series A Preferred (based on the number of shares of Common Stock into which the Series A Preferred are convertible on the date of dividend). In the event that the Corporation shall have declared but unpaid dividends outstanding immediately prior to, and in the event of, a conversion of Series A Preferred (as provided in Section 4 hereof), the Corporation shall, at the option of the holder, pay in cash to the holder(s) of Series A Preferred subject to conversion the full amount of any such dividends or allow such dividends to be converted into Common Stock in accordance with, and pursuant to the terms specified in, Section 4 hereof.

(b) Cash dividends shall be paid by forwarding a check, postage prepaid, to the address of each holder (or, in the case of joint holders, to the address of any such holder) of Series A Preferred as shown on the books of the Corporation, or to such other address as such holder specifies for such purpose by written notice to the Corporation. The forwarding of such check shall satisfy all obligations of the Corporation with respect to such dividends, unless such check is not paid upon timely presentation.

1.2 Special Common Stock Dividend.

On January 1, 2001, the holders of each outstanding share of Series A Preferred shall be entitled to receive a dividend of Common Stock in an amount equal to the number of shares of Common Stock which are issuable on December 31, 2000 upon conversion of each outstanding share of Series A Preferred.

1.3 Payment of Dividends after December 31, 2000.

After December 31, 2000, the holders of Series A Preferred, out of assets of the Corporation legally available therefor, shall be entitled to receive a dividend of 8 percent of the Original Series A Issue Price (as defined in Section 2.1) per share per annum payable when and as declared by the Board of Directors, in preference and priority to any payment of any dividend on any shares of Common Stock of the Corporation (other than those payable solely in Common Stock). No right shall accrue to holders of Series A Preferred by reason of the fact that dividends on such shares are not declared or paid in any prior year, whether or not the earnings of the Corporation in that prior year were sufficient to pay dividends.

2. Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), either voluntary or involuntary, distributions to the shareholders of the Corporation shall be made in the following manner:

2.1 Preference Per Share.

For each share of Series A Preferred, an amount equal to the sum of (i) \$1.50 (the "Original Series A Issue Price"), and (ii) all dividends declared, but unpaid, with respect to such shares of Series A Preferred (collectively, the "Series A Preference").

2.2 Participation.

After payment or setting apart of payment of the Series A Preference, the remaining assets and funds of the Corporation available for distribution shall be distributed pro rata among the holders of Series A Preferred and the holders of Common Stock based on the number of shares of Common Stock held by each (assuming conversion of all Series A Preferred at the time of the distribution). Notwithstanding the foregoing sentence, the right to receive the remaining assets as so described shall cease as to the holders of Series A Preferred at the earlier to occur of (i) the holders of Series A Preferred having received an aggregate of \$4.50 per share (including amounts previously paid as the Series A Preference) or (ii) 5:00 p.m. Pacific Standard Time on December 31, 2000.

2.3 Residual Distribution.

After payment has been made to the holders of the Series A Preferred and Common Stock of the full amounts to which they are entitled pursuant to paragraphs 2.1 and 2.2 above, all of the remaining assets and funds of the Corporation available for distribution shall be distributed ratably among the holders of Common Stock.

2.4 Mergers, etc. as Liquidation Event.

For purposes of this Section 2, any transaction or series of transactions, including without limitation a merger, consolidation or other corporate reorganization of the Corporation with or into any other corporation or corporations, immediately after which transaction or series of transactions the shareholders of the Corporation (determined prior to such event) hold fifty percent or less in interest of the outstanding voting securities of the surviving corporation, or a sale of all or substantially all of the assets of the Corporation, shall be treated as a Liquidation Event, irrespective of the form of payment made in such transaction or series of transactions.

2.5 Consent to Distributions.

Each holder of Series A Preferred shall be deemed to have consented, for purposes of Sections 502, 503 and 506 of the California Corporations Code, to distributions made by the Corporation in connection with the repurchase by the Corporation of shares of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to an agreement (whether now existing or hereafter entered into) providing for the right of said repurchase.

2.6 Valuation on Non-Cash Distributions.

The value of securities and property paid or distributed pursuant to this Section 2 shall be computed at fair market value at the time of payment to the Corporation or at the time made available to shareholders, all as determined by the Board of Directors in the good faith exercise of its reasonable business judgment, provided that (i) if such securities are listed on any established stock exchange or a national market system, their fair market value shall be the closing sales price for such securities as quoted on such system or exchange (or the largest such exchange) for the date the value is to be determined (or if there are no sales for such date, then for the last preceding business day on which there were sales), as reported in The Wall Street Journal or similar publication, and (ii) if such securities are regularly quoted by a recognized securities dealer but selling prices are not reported, their fair market value shall be the mean between the high bid and low asked prices for such securities on the date the value is to be determined (or if

there are no quoted prices for such date, then for the last preceding business day on which there were quoted prices).

3. Redemption Rights.

3.1 Redemption After December 31, 2000.

The Corporation may not redeem the Series A Preferred before January 1, 2001, except from the proceeds of life insurance on the life of Michael Jackson. Commencing on May 1, 2001, and on each May 1 thereafter until no shares of Series A Preferred are outstanding, this Corporation shall redeem that number of shares of Series A Preferred as can be redeemed at the Redemption Price (set forth in Section 3.2) out of funds legally available therefor equal to 20% of the net income of this Corporation for the preceding fiscal year determined in accordance with generally accepted accounting principles.

3.2 Redemption Price.

The redemption Price for each share of Series A Preferred shall be \$1.50 plus all declared but unpaid dividends thereon.

3.3 Ratable Redemption.

From the funds available for redemption of Series A Preferred, this Corporation shall redeem shares ratably among all holders of Series A Preferred.

3.4 Legally Available Funds; Cumulative Redemption.

If on any date when this Corporation is to redeem shares of Series A Preferred the funds of the Corporation legally available therefore shall be insufficient to redeem the full number of shares to be redeemed as such date, the shares not redeemed shall be redeemed by this Corporation as provided in this Section 3 as soon as practicable after funds are legally available therefor. This redemption obligation shall be cumulative and continuous until earlier redemption obligations have been discharged.

3.5 Notice; Surrender of Certificates.

On April 1, 2001, and on each April 1 thereafter until no shares of Series A Preferred are outstanding, this Corporation shall give written notice to the holders of Series A Preferred stating the amount of the net earnings from the preceding year which equal the redemption obligation and stating, if a lower amount, the amount of funds legally available for redemption of Series A Preferred. On or before May 1 after the written notice, the holders of Series A Preferred shall surrender to the Corporation the share certificate or certificates evidencing shares subject to redemption. Such holders thereupon are entitled to receive the Redemption Price for the Series A Preferred shares surrendered. If less than all the shares

represented by the surrendered Certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

3.6 Waiver of Redemption Obligation.

Notwithstanding the above, the Corporation shall be under no obligation to make the redemption payment due if it receives a waiver of such obligation prior to the fifth day preceding the date for redemption from holders of not less than two-thirds of the Series A Preferred.

4. Conversion Rights.

The holders of Series A Preferred shall have conversion rights as follows (the "Conversion Rights"):

4.1 Right to Convert.

Each share of Series A Preferred shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share until but not after December 31, 2000, at the office of the Corporation or any transfer agent for the Series A Preferred. Each share of Series A Preferred shall be convertible into such number of fully-paid and non-assessable shares as is determined by dividing the Original Series A Issue Price by the Conversion Price (as hereinafter defined) at the time in effect for the Series A Preferred. The price at which shares of Common Stock shall be deliverable upon conversion of the Series A Preferred (the "Conversion Price") shall initially be \$1.50 per share of Common Stock. The Conversion Price shall be subject to adjustment as hereinafter provided.

4.2 Automatic Conversion.

Each share of Series A Preferred shall automatically be converted into shares of Common Stock at the then effective Conversion Price upon the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Act"), covering the offer and sale of Common Stock for the account of the Corporation to the public at a price per share (prior to the deduction of underwriter commissions and offering expenses) of not less than \$4.50 per share (appropriately adjusted for any stock combination, stock split, stock dividend, recapitalization or other similar transaction) and an aggregate offering price to the public of greater than \$3,000,000 (an "Automatic Conversion"). In the event of the Automatic Conversion of Series A Preferred, the person(s) entitled to receive the Common Stock issuable upon such conversion of Series A Preferred shall not be deemed to have converted such Preferred Series A until immediately prior to the closing of the sale of securities giving rise to the Automatic Conversion.

4.3 Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then effective Conversion Price. Before any holder of Series A Preferred shall be entitled to convert the same into full shares of Common Stock and to receive certificates therefor, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred and shall give written notice to the Corporation at such office that the holder elects to convert the same; provided, however, that in the event of an Automatic Conversion pursuant to Section 4.2, the outstanding shares of Series A Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent, and provided further that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion unless the certificates evidencing such shares of Series A Preferred are either delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen, or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. The Corporation shall, as soon as practicable after such delivery, or such agreement and indemnification in the case of a lost certificate, issue and deliver at such office to such holder of Series A Preferred, a certificate or certificates for the number of shares of Common Stock to which the holder shall be entitled and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred to be converted, or in the case of Automatic Conversion on the date of closing of the offering, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

4.4 Adjustment to Conversion Price

(a) Definitions: For purposes of this Section 4.4, the following definitions shall apply:

(i) "Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities (as hereinafter defined).

(ii) "Original Issue Date" shall mean the date on which a share of Series A Preferred was first issued.

(iii) "Convertible Securities" shall mean any evidences of indebtedness, shares (other than the Common Stock and Series A Preferred) or other securities convertible into or exchangeable for Common Stock.

(iv) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 4.4(d), deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:

(A) upon conversion of the shares of Series A Preferred;

(B) to officers, directors and employees of, and consultants to, the Corporation to be designated and approved by the Board of Directors, in an aggregate amount of not more than 272,727 shares, appropriately adjusted for any stock combination, stock split, stock dividend, recapitalization or other similar transaction occurring after the Original Issue Date (provided that any shares repurchased by the Corporation from officers, directors, employees and consultants shall not, unless reissued, be counted as issued for purposes of this calculation); or

(C) as a dividend or distribution on Series A Preferred (provided that such dividend is paid to all holders of Series A Preferred) or any event for which adjustment is made pursuant to Section 4.4(f).

(b) No Adjustment of Conversion Price. No adjustment in the Conversion Price shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to, such issue.

(c) Adjustment of Series A Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event that after the Original Issue Date this Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4.4(d) without consideration or for a consideration per share (the "Issuance Price") less than the Conversion Price then in effect, then, and thereafter successively upon each such issuance or sale, the Conversion Price then in effect shall simultaneously with such issuance or sale (except as otherwise provided in this Section 4.4) be adjusted to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued (or deemed to be issued) would purchase at such Conversion Price and the

denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of such Additional Shares of Common Stock so issued (or deemed to be issued); and provided further that, for the purposes of this Section 4.4(c), all shares of Common Stock issuable upon conversion of all outstanding Preferred and all outstanding Convertible Securities shall be deemed to be outstanding, and immediately after any Additional Shares of Common Stock are deemed issued pursuant to Section 4.4(d), such Additional Shares of Common Stock shall be deemed to be outstanding. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of such shares shall be considered an issue of Additional Shares of Common Stock for the purposes of this Section 4.4.

(d) Deemed Issue of Additional Shares of Common Stock.

In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Shares of Common Stock shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section 4.4(e) hereof) of such Additional Shares of Common Stock would be less than the Conversion Price in effect on the date of and immediately prior to such issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(i) except as provided in Section 4.4(d)(ii), no further adjustment in the Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(ii) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Corporation, or in the number of shares of Common Stock issuable, upon the exercise, conversion, or exchange thereof, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or

the rights of conversion or exchange under such Convertible Securities (provided, however, that no such adjustment of the Conversion Price shall affect Common Stock previously issued upon conversion of the Series A Preferred);

(iii) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Series A Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if;

(A) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common Stock issued were shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(B) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4.4(e) upon the issue of the Convertible Securities with respect to which such Options were actually exercised;

(iv) no readjustment pursuant to clause (ii) or (iii) above shall have the effect of increasing the Conversion Price to an amount that exceeds the lower of (x) the Conversion Price on the original adjustment date, or (y) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date; and

(v) in the case of any Options which expire by their terms not more than 90 days after the date of issue thereof, no adjustment of the Conversion Price shall be made (except as to shares of Series A Preferred converted in such period) until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the manner provided in clause (iii) above.

(e) Determination of Consideration. For purposes of this Section 4.4, the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(i) Cash and Property: Such consideration shall:

(A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid, or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof and excluding amounts paid or payable for accrued interest or accrued dividends;

(B) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board of Directors irrespective of any accounting treatment; and

(C) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board of Directors.

(ii) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4.4(d), relating to Options and Convertible Securities, shall be determined by dividing:

(A) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(B) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(f) Adjustments for Dividends, Splits, Subdivisions, Combinations or Consolidation of Common Stock. In the event at any time after the Original Issue Date, the outstanding shares of

Common Stock shall be increased by stock dividend payable in Common Stock, stock split, subdivision or other similar transaction into a greater number of shares of Common Stock without payment of any consideration by the holders thereof, the Conversion Price then in effect shall, concurrently with the effectiveness of such event, be decreased in proportion to the percentage increase in the outstanding number of shares of Common Stock. In the event the outstanding shares of Common Stock shall be decreased at any time after the original Issue Date by reverse stock split, combination, consolidation or other similar transaction into a lesser number of shares of Common Stock, the Conversion Price then in effect shall, concurrently with the effectiveness of such event, be increased in proportion to the percentage decrease in the outstanding number of shares of Common Stock.

(g) Adjustments for Other Distributions. In the event the Corporation at any time or from time to time makes, or fixes a record date for the determination of holders of Common Stock entitled to receive any distribution payable in securities of the Corporation other than shares of Common Stock and other than as otherwise adjusted in this Section 4, then and in each such event provision shall be made so that the holders of Series A Preferred shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Corporation which they would have received had their Series A Preferred been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 4 with respect to the rights of the holders of the Series A Preferred.

(h) Adjustments for Reclassification, Exchange and Substitution. If the Common Stock issuable upon conversion of the Series A Preferred shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), the Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted such that the Series A Preferred shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of such Series A Preferred immediately before that change.

4.5 No Impairment. Except as provided in Section 6, the Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities,

or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Series A Preferred against impairment.

4.6 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of any Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred a certificate executed by the Corporation's President or Chief Financial Officer setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Series A Conversion at the time in effect for such series of Preferred Stock, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such Series A Preferred.

4.7 Notices of Record Date. In the event that this Corporation shall propose at any time:

(a) to declare any dividend or distribution upon its Common Stock, whether in cash, property, stock, or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(b) to offer for subscription pro rata to the holders of any class or series of its stock any additional shares of stock of any class or series or other rights;

(c) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(d) to merge or consolidate with or into any other corporation, or sell, lease or convey all or substantially all its property or business, or to liquidate, dissolve or wind up;

then, in connection with each such event, this Corporation shall send to the holders of the Series A Preferred:

(i) at least 20 days' prior written notice of the date on which a record shall be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote in respect of the matters referred to in (c) and (d) above; and

(ii) in the case of the matters referred to in (c) and (d) above, at least 20 days' prior written notice of the date when the same shall take place (and specifying the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon the occurrence of such event or the record date for the determination of such holders if such record date is earlier).

Each such written notice shall be delivered personally or given by first class mail, postage prepaid, addressed to the holders of the Series A Preferred at the address for each such holder as shown on the books of this Corporation.

4.8 Issue Taxes. The Corporation shall pay any and all issue and other taxes (other than income taxes) that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Series A Preferred pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

4.9 Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to its Articles of Incorporation.

4.10 Status of Converted Stock. In case any shares of Series A Preferred shall be converted pursuant to this Section 4, the shares so converted shall be canceled and shall not be issuable by the Corporation.

4.11 Termination of Conversion Rights. All rights to convert Series A Preferred into Common Stock, and all the provisions of this Section 4, shall terminate and be of no further force or effect at 5:00 p.m. Pacific Standard Time on December 31, 2000.

5. Voting Rights.

5.1 General Matters.

Except as otherwise required by law or as provided in these Articles of Incorporation, the holders of Series A Preferred and the holders of Common shall be entitled to notice of any shareholders meeting and to vote together as a class upon any matter submitted to shareholders for a vote, on the following basis:

(a) Common Stock Votes. Each share of Common Stock issued and outstanding shall have one vote.

(b) Series A Preferred Vote. Each share of Series A Preferred issued and outstanding shall have the number of votes equal to the number of shares of Common Stock into which it is convertible, as adjusted from time to time under Section 4 hereof. After December 31, 2000, the Series A Preferred shall not be entitled to vote, except as provided in Sections 5.2 and 6.1 or as required by law.

5.2 Matters Affecting Series A Preferred. Amendment of the Articles of Incorporation which affects, amends or alters the rights, preferences and privileges of the Series A Preferred, including the issuance of any series of preferred stock with rights equal to or superior to the rights of the Series A Preferred shall require the approval of the holders of not less than two-thirds of the outstanding shares of Series A Preferred.

6. Covenants.

6.1 Vote of Series A Preferred.

In addition to any other rights provided by law, this Corporation shall not, without first obtaining the affirmative vote or written consent of the holders of more than two-thirds of the outstanding shares of Preferred Stock:

(a) amend or repeal any provision of, or add any provision to, this Corporation's Articles of Incorporation if such action would materially and adversely alter or change the preferences, rights, privileges, or powers of, or the restrictions provided for the benefit of the Series A Preferred Stock;

(b) increase the authorized number of shares of Preferred Stock;

(c) authorize or issue shares of any class or series of stock having any preference or priority as to dividends or redemption rights, liquidation preferences, conversion rights or voting rights, superior to or on a parity with any preference or priority of the Series A Preferred;

(d) reclassify any shares of capital stock of this Corporation into shares having any preference or priority as to dividends or redemption rights, liquidation preferences, conversion rights or voting rights, superior to or on a parity with any preference or priority of the Series A Preferred;

(e) repurchase, acquire or retire any shares of Common Stock other than pursuant to the terms of any stock purchase agreement between the Corporation and any shareholder in connection with the employment of, or the rendering of services by such shareholder.

(f) change the principal business of the Corporation.

FIFTH

The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. This Corporation is also authorized, to the fullest extent permissible under California law, to indemnify its agents (as defined in Section 317 of the California Corporations Code), whether by bylaw, agreement, or otherwise, for breach of duty to this Corporation and its shareholders in excess of that expressly permitted by Section 317 and to advance defense expenses to its agents in connection with such matters as they are incurred. If, after the effective date of this Article, California law is amended in a manner which permits a corporation to limit the monetary or other liability of its directors or to authorize indemnification of, or advancement of such defense expenses to, its directors or other persons, in any such case to a greater extent than is permitted on such effective date, the references in this Article to "California law" shall to that extent be deemed to refer to California law as so amended.

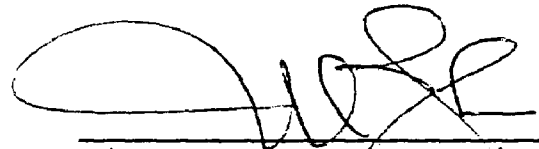
3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the Board of Directors of the Corporation.

4. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the required vote of the shareholders of this Corporation in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of Common Stock of the Corporation is 1,191,325, and the total number of outstanding shares of Series A Preferred Stock of the Corporation is 533,334. The number of

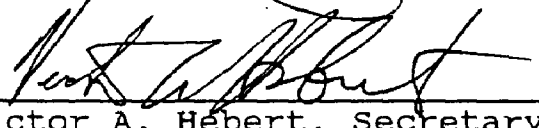
shares of Common Stock and of the Series A Preferred Stock (each voting separately as a class) voting in favor of the amendment and restatement exceeded the vote required. The percentage vote required for the amendment of Article FIRST was more than 50 percent of the Corporation's Common Stock and more than 50 percent of the Corporation's Series A Preferred Stock. The percentage vote required for the amendment of Article THIRD was more than 50 percent of the Corporation's Common Stock and more than 66-2/3 percent of the Corporation's Series A Preferred Stock.

The undersigned further declare under penalty of perjury that the matters set forth in the foregoing Amended and Restated Articles of Incorporation are true and correct of their own knowledge.

Executed at San Francisco, California, this 8th day of *May*, 1997



Michael Jackson, Chief Executive Officer



Victor A. Hébert, Secretary

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04/10/97 at 9:52am

RECORDED: 03/19/2001

**TRADEMARK
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