

06-20-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Jackson Software, Inc. **6-11-02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Edline LLC
Internal
Address: 162 N. Franklin
Street Address: _____
City: Chicago State: IL Zip: 60606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

FINANCE SECTION
JUN 11 11 29 AM '02

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Assignment and Change of Name

Execution Date: April 26, 2002

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

A. Trademark Application No.(s)
75/409,508

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

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

Name: Joan L. Long
Internal Address: Mayer, Brown, Rowe & Maw
P.O. Box 2828
Chicago IL 60690-2828
Street Address: _____

06/19/2002 TDIAZ1 00000095 75409508
01 FC:481 40.00 DP
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0019 please charge and additional fees or credits

(Attach duplicate copy of this page if paying by 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.

Joan L. Long [Signature] 6/11/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 30

Mail documents to be recorded with required cover sheet information to
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
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ASSIGNMENT OF RIGHTS AGREEMENT

THIS ASSIGNMENT OF RIGHTS AGREEMENT (the "Agreement"), made and entered into as of the 23rd day of November, 1999, by and between **Edline.com, Inc.** a Delaware corporation (hereinafter referred to as the "Assignee"), and **Jackson Software, Inc.**, a Delaware corporation (hereinafter referred to as "Assignor");

WITNESSETH:

WHEREAS, Assignee has developed and owns certain software, documentation, designs, materials, trademarks, trade names, service marks, and names (as more fully described on Schedule "A" attached hereto)(collectively, the "Property");

AND WHEREAS, as part of the initial Capitalization of Assignee, Assignor desires to assign to the Assignee all of Assignor's right, title, and interest, in and to the Property including all copyrights and associated intellectual property rights therein, and the Assignee desires to accept such assignment;

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid by Assignee to Assignor and the other compensation paid to Assignor by Assignee, and in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1.

TRANSFER AND ASSIGNMENT

1.1 Conveyance of Rights. Subject to the provisions set forth in Section 2 herein, Assignor hereby irrevocably transfers, grants, conveys, assigns, and relinquishes exclusively to the Assignee all of Assignor's right, title, and interest (except for certain royalty-free development components), if any, in and to each and every component, property right, and item constituting the Property, in perpetuity (or for the longest period of time otherwise permitted by law), including the following:

1.1.1 All right, title, interest, and benefit (including the right to make, use, or sell under patent law; to copy, reproduce, adapt, distribute, display, and perform under copyright law; and to use and disclose under trade secret law) of Assignor in and to all United States and foreign patents and patent applications, patent license rights, patentable inventions, trade secrets, trademarks, service marks, trade names (including, in the case of trademarks, service marks and trade names, all goodwill appertaining thereto), copyrights, technology licenses, know-how, confidential information, shop rights, and all other intellectual property rights owned or claimed by Assignor embodied in the Property.

1.1.2 All right, title, interest, and benefit of Assignor and all powers and privileges of Assignor, in, to, and under all technical data, drawings, prototypes, engineering files, documentation, flow charts, and design specifications acquired or developed by Assignor in connection with the development of the programming, inventions, processes, and engineering design entailed by the Property.

1.2 Further Assurances. Assignor shall execute and deliver, from time to time after the date hereof upon the reasonable request of the Assignee, such further conveyance instruments prepared at the expense of Assignee, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Property to the Assignee, or the original ownership of the Property on the part of the Assignee, to the fullest extent possible. Assignor therefore agrees to:

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2. Provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of the Assignee in and to the Property; and
3. Perform any other acts deemed necessary to carry out the intent of this Agreement.

1.3 Acknowledgment of Rights. In furtherance of this Agreement and subject to Section 2 below, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all of Assignor's right, title, and standing to:

1. Receive all rights and benefits pertaining to the Property;
2. Institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Property; and
3. Defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

1.4 Power of Attorney. Solely to effectuate the terms of this Section I, Assignor hereby names and irrevocably constitutes and appoints the Assignee, with the full power of substitution therein, as Assignor's true and lawful attorney-in-fact to exercise the rights assigned hereby.

1.5 Worldwide Assignment. The assignment made herein shall be a worldwide assignment, and shall not be limited to any particular geographic area.

Section 2

CONVEYANCE TO ASSIGNOR

2.1 Notwithstanding anything in this Agreement to the contrary, to the extent that the Assignee's Board of Directors, within a three (3) month period from the date hereof, determines in a resolution or written consent during such period that any separate component, item, or property right that is part of the Property is not required in the business of Assignee, then to the extent the Board of Directors of Assignee provides notice thereof to Assignor within such period, all right, title, and interest in such component, item, or property right shall be conveyed by Assignee to Assignor's parent entity, Castlebridge Technologies, Inc., to the same extent that such component, item, or property right was conveyed to Assignee herein.

2.2 Assignee agrees that in any such conveyance set forth in Section 2.1, all the provisions of §1.2 and 1.3 shall apply to Assignee as if it were Assignor as to those items, components, or property rights being conveyed under Section 2.1.

Section 3

MISCELLANEOUS

3.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and proper assigns.

3.2 This Agreement shall be governed by, and construed in accordance with, Illinois law and the federal laws of the United States.

3.3 Any dispute or controversy arising out of or relating to this Agreement will be settled by arbitration by one neutral arbitrator to be held in Chicago, Illinois, in accordance with the rules of the American Arbitration Association then in effect. The arbitrator shall be empowered to grant specific performance, and any and all other appropriate relief, necessary to resolve any dispute or controversy hereunder. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The prevailing party shall be entitled to receive reasonable attorney's fees and expenses, and actual costs and expenses of arbitration, and of enforcement of the arbitrator's decision.

3.4 This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Assignor:

Jackson Software, Inc.

By:

Timothy H. Anderson
Chairman of the Bd.

Assignee

Edline.com, Inc.

By:

Its:

[Signature]

Schedule A

1. All source code and source code documentation written for all versions of Edline software, including all code intended to run on Edline servers or Edline clients, with the exception of any GradeQuick source code.
2. The trademark and tradename "Edline," and all goodwill associated therewith, and all interests in the federal trademark application for Edline.
3. The internet domain www.edline.com and www.edline.net.
4. The production servers and development servers for Edline, and the personal computers and office furniture used by Jon Abrams, Dan Abrams, Jay Alter, Alexander Danel, Mike Sackett, Jim Steinebrey, and Andrew Blackburn.
5. All third party software licensed by Jackson Software for use with Edline software or Edline hardware, including but not limited to Windows NT, Sequel Server, ICHAT, EMSL publisher, Emumail, Sendmail, Visual Studio, Visual Basic, Visual C++ and SourceSafe.

Delaware

PAGE 1

The First State

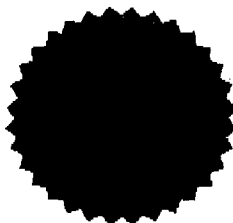
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OF "EDLINE LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE FOURTEENTH DAY OF JULY, A.D. 2000, AT 11 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "EDLINE.COM, INC." TO "EDLINE, INC.", FILED THE TWENTIETH DAY OF FEBRUARY, A.D. 2001, AT 2:05 O'CLOCK P.M.

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "EDLINE, INC." TO "EDLINE LLC", FILED THE TWENTY-SIXTH DAY OF APRIL, A.D. 2002, AT 4:30 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3107951 8100X

AUTHENTICATION: 1824230

020374858

DATE: 06-11-02

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:00 AM 07/14/2000
001356834 - 3107951

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
EDLINE.COM, INC.**

Edline.com, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

A. The name of the corporation is Edline.com, Inc. The corporation was originally incorporated under the same name and the original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on October 21, 1999 and the First Amended and Restated Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on November 23, 1999.

B. This Second Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of the General Corporation Law of the State of Delaware by the Board of Directors and the Stockholders of the corporation.

C. Pursuant to Section 242 and Section 245 of the General Corporation Law of the State of Delaware, this First Amended and Restated Certificate of Incorporation amends and restates the provisions of the Certificate of Incorporation of this corporation.

D. The text of the Certificate of Incorporation is hereby restated in its entirety to read as follows:

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ARTICLE I

The name of this corporation is Edline.com, Inc. (the "Company").

ARTICLE II

The address of the Company's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801. The name of its registered agent at such addresses is The Corporation Trust Company.

ARTICLE III

The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The Company is authorized to issue two classes of stock designated "Common Stock" and "Preferred Stock," respectively. The total number of shares which the Company is authorized to issue is 26,900,000 shares, \$0.001 per share par value. The number of shares of Common Stock (the "Common Stock") which the Company is authorized to issue is 20,000,000 shares, 18,800,000 of which shall be designated "Class A Common Stock" (the "Class A Common") and 1,200,000 of which shall be designated "Class B Common Stock" (the "Class B Common") and the number of shares of Preferred Stock which the Company is authorized to issue is 6,900,000 shares, 3,900,000 of which shall be designated "Series A Preferred Stock" (the "Series A Preferred") and 3,000,000 of which shall be designated "Series B Preferred Stock" (the "Series B Preferred"). The Class A Common and the Class B Common together are also sometimes referred to herein as the "Common" and the Series A Preferred and Series B Preferred together are also sometimes referred to herein as the "Preferred".

ARTICLE V

The respective classes of stock and the holders thereof shall have the rights, preferences, privileges and restrictions set forth below.

1. Dividends. The holders of the Preferred shall be entitled to receive, when and as declared by the Board, dividends out of funds legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Class A Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Class A Common Stock) on the Common Stock, at the rate of \$0.009 per share of Series A Preferred and \$0.06 per share of Series B Preferred per annum. Such dividends shall not be cumulative, and no right to such dividends shall accrue to holders of the Series A Preferred unless declared by the Board. No dividends or other distributions shall be made with respect to the

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Common Stock, other than dividends payable solely in Common Stock, unless at the same time an equivalent dividend with respect to the Series A and Series B Preferred has been paid or set apart for payment.

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

(a) (i) The holders of the Series B Preferred shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Company to the holders of the Series A Preferred and the holders of the Common Stock by reason of their ownership of such stock, an amount which is the greater of (a) \$1.00 for each share of Series B Preferred then held by them, adjusted for any stock splits, combinations, consolidations or stock distributions or dividends with respect to such shares and, in addition, an amount equal to all declared but unpaid dividends on the Series B Preferred, or (b) the amount each share of Series B Preferred would receive upon liquidation if each share thereof had been converted to Class A Common Stock. If the assets and funds thus distributed among the holders of the Series B Preferred shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire assets and funds of the Company legally available for distribution shall be distributed pro-rata among the holders of the Series B Preferred according to the number of shares of Series B Preferred then held by each such holder.

(ii) After giving effect to the provisions of Section 2(a)(i) above, all of the assets of the Company shall be distributed pro-rata among the holders of the Series A Preferred Stock (on an as converted to Class A Common Stock basis) and Common Stock.

(b) For purposes of this Section 2, a "Liquidation" shall specifically include a transaction or a series of transactions (other than those relating to a change of domicile of the Company) that cause (i) a consolidation or merger of the Company with or into any other corporation, or any other entity or person, or the exchange of substantially all of the outstanding stock of the Company for shares of another entity or other property, in which, after any such transaction, the prior stockholders of the Company hold less than ten percent (10%) of the voting shares of the continuing or surviving entity; or (ii) a sale of at least ninety percent (90%) of all the assets of the Company as accounted for on a fair market value basis.

(c) Any securities to be delivered pursuant to Section 2(b) above shall be valued as follows:

(i) securities not subject to investment letter or other similar restrictions on free marketability:

(A) if traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the 30-day period ending three (3) days prior to the closing;

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(B) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever are applicable) over the 30-day period ending three (3) days prior to the closing; and

(C) if there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Company and a majority-in-interest of the holders of the Preferred which would be entitled to receive such securities or the same type of securities.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in subparagraphs 2(c)(i)(A), (B) or (C) to reflect the approximate fair market value thereof, as mutually determined by the Company and a majority-in-interest of the holders of Preferred which would be entitled to receive such securities or the same type of securities.

3. Redemption. The Company shall not have the right to call or redeem at any time all or any shares of Preferred. The holders of Series A and Series B Preferred shall not have the right to have the Company redeem any shares of Series A or Series B Preferred.

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

(a) Right to Convert. Subject to Section 4(b) below, each share of Series A and Series B Preferred shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Company or any transfer agent for the Series A and Series B Preferred, into such number of fully paid and nonassessable shares of Class A Common Stock as is determined by dividing \$0.15 by the Series A Conversion Price, or \$1.00 by the Series B Conversion Price, as applicable, determined as hereinafter provided, in effect at the time of the conversion (the "Conversion Rate"). The "Series A Conversion Price" shall initially be \$0.15 per share of Class A Common Stock and the "Series B Conversion Price" shall initially be \$1.00 per share of Class A Common Stock. The Series A and Series B Conversion Prices shall be subject to further adjustment as hereinafter provided.

(i) Automatic Conversion. Each share of Series A Preferred and Series B Preferred shall automatically be converted into shares of Class A Common Stock at the then effective Conversion Rate of such Series A or Series B Preferred, as applicable, upon either (i) the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Class A Common Stock to the public for the account of the Company at a per share price (prior to underwriting commissions and offering expenses) of not less than \$5.00 with aggregate offering proceeds (prior to underwriting commissions and offering expenses) to the Company of not less than \$15,000,000 or (ii) the written consent of the holders of a majority-in-interest of the then-outstanding voting power of the shares of Series A Preferred, voting together as a single class, which will be effective to convert only the Series A Preferred, or the written consent of the holders of a

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majority-in-interest of the then-outstanding Series B Preferred, voting together as a single class, which will be effective to convert only the Series B Preferred. In the event of the automatic conversion of the Series A Preferred or Series B Preferred upon a public offering as aforesaid, the person(s) entitled to receive the Class A Common Stock issuable upon such conversion of Series A or Series B Preferred shall not be deemed to have converted such Series A or Series B Preferred until immediately prior to the closing of such public offering.

(b) Mechanics of Conversion. No fractional shares of Class A Common Stock shall be issued upon conversion of the Preferred. If a single holder shall surrender more than one share of Preferred for conversion at the same time, the number of full shares of Class A Common Stock issuable by the Company upon conversion thereof shall be computed on the basis of the aggregate number of shares of Preferred so surrendered. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay cash equal to the product of such fraction multiplied by the then effective Conversion Price. Before any holder of the Preferred shall be entitled to convert the same into full shares of Class A Common Stock and to receive certificates therefor, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same; provided, however, that in the event of a conversion pursuant to this Section 4(b), the outstanding shares of the 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 Company or its transfer agent; and provided further, that the Company shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such conversion unless the certificates evidencing such shares of the Preferred are either delivered to the Company or its transfer agent as provided above, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify it for losses incurred as a result of the loss of such certificates. The Company 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 the Preferred, a certificate or certificates for the number of shares of Class A Common Stock to which such holder shall be entitled as aforesaid (and unless the Preferred has been fully converted, a new Preferred stock certificate representing the Preferred not so converted) 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 Class A 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 the Preferred to be converted, or, in the case of automatic conversion, on the date of closing of the offering or the effective date of such written consent, as the case may be, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock on such date.

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(c) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definitions. For purposes of this Section, the following definitions shall apply:

(A) "Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Class A Common Stock or Convertible Securities.

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

(C) "Convertible Securities" shall mean any securities of the Company (other than Class A Common Stock) convertible into or exchangeable, directly or indirectly, for Class A Common Stock.

(D) "Additional Shares of Class A Common Stock" shall mean all shares of Class A Common Stock issued (which shall include issuances or deemed issuances, pursuant to Section 4(c)(iii), of Options or Convertible Securities) by the Company after the Original Issue Date; provided, however, that "Additional Shares of Class A Common Stock" shall not mean shares of Class A Common Stock issued, issuable or, pursuant to Section 4(c)(iii), deemed to be issued:

(1) upon conversion of the Preferred authorized herein or upon conversion of Convertible Securities, provided that such Convertible Securities shall be deemed to be Additional Shares of Class A Common Stock;

(2) to officers, directors or employees of, or consultants to, the Company pursuant to a stock grant, option plan or purchase plan or other stock incentive program, arrangement or agreement approved by the Board;

(3) as a dividend or distribution on the Preferred;

(4) in non-financing transactions with lenders, customers, vendors, lessors or other commercial or strategic partners which transactions are approved by the Board;

(5) in connection with a business combination, including combinations by merger or asset purchase or other reorganization, or corporate partnering arrangements which transactions are approved by the Board;

(6) in connection with a firm commitment public offering pursuant to a registration statement filed with the U.S. Securities and Exchange Commission;

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(7) by way of dividend or other distribution on shares of Class A Common Stock excluded from the definition of Additional Shares of Class A Common Stock by the foregoing clauses (1), (2), (3), (4), (5), (6) or this clause (7); and

(8) in connection with any transaction for which adjustment is made pursuant to Sections 4(c)(iv), (v) or (vi) hereof.

(ii) Adjustment of Conversion Price. In the event the Company shall issue Additional Shares of Class A Common Stock without consideration or for a consideration per share less than the Series B Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, such Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price therefore in effect by a fraction, the numerator of which shall be the number of shares of Class A Common Stock outstanding immediately prior to such issue plus the number of shares of Class A Common Stock which the aggregate consideration received by the Company for the total number of Additional Shares of Class A Common Stock so issued would purchase at such Series B Conversion Price; and the denominator of which shall be the number of shares of Class A Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Class A Common Stock so issued; provided, however, that for purposes of this Section 4(c)(ii), all shares of Class A Common Stock issued or issuable upon conversion of the then-outstanding Preferred, Options or other Convertible Securities shall be deemed to be outstanding.

(iii) Determination of Consideration. For purposes of this Section 4(c), the consideration received by the Company for the issue or sale of any Additional Shares of Class A Common Stock shall be computed as follows:

(A) Cash and Property: Such consideration shall:

(1) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company without any deduction for commissions and excluding amounts paid or payable for accrued interest or accrued dividends;

(2) 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; and

(3) in the event Additional Shares of Class A Common Stock are issued together with other shares or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Board.

(B) Options and Convertible Securities. In the case of issuance of Options or Convertible Securities, the following provisions shall apply for all purposes of Section 4(c):

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(1) The aggregate maximum number of shares of Class A Common Stock deliverable upon exercise of such Options shall be deemed to be Additional Shares of Class A Common Stock issued at the time such Options were issued and for a consideration equal to the consideration (determined in the manner provided in subparagraph 4(c)(iii)(A)), if any, received by the Company upon the issuance of such Options plus the exercise price provided in such Options for the Class A Common Stock covered thereby.

(2) The aggregate maximum number of shares of Class A Common Stock deliverable upon conversion of or in exchange for such Convertible Securities or upon the exercise or conversion of any Convertible Securities issued upon exercise or conversion of such Convertible Securities shall be deemed to be Additional Shares of Class A Common Stock issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Company for any such securities and related options or rights plus the additional consideration, if any, to be received by the Company upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subparagraph 4(c)(iii)(A)).

(3) In the event of any change in the number of shares of Class A Common Stock deliverable or in the consideration payable to the Company upon exercise or conversion of such Options or Convertible Securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Conversion Price, to the extent in any way affected by or computed using such Options or Convertible Securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Class A Common Stock or any payment of such consideration upon the exercise of any such Options or Convertible Securities.

(4) Upon the expiration or termination of any such Options or Convertible Securities, the Conversion Price to the extent in any way affected by or computed using such Options or Convertible Securities, shall be recomputed to reflect the issuance of only the number of shares of Class A Common Stock (and Options and Convertible Securities which remain in effect) actually issued upon the conversion or exchange of such securities or upon the exercise of the Options (but without affecting shares of Class A Common Stock already issued upon conversion of any shares of Preferred already converted).

(5) The number of shares of Class A Common Stock deemed issued and the consideration deemed paid therefor pursuant to subparagraphs 4(c)(iii)(B)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subparagraph 4(c)(iii)(B)(3) or (4).

(iv) Adjustments for Subdivisions or Combinations of or Stock Dividends on Class A Common Stock. In the event the outstanding shares of Class A Common Stock shall be subdivided (by stock split or otherwise) into a greater number of shares of Class A Common Stock, or the Company at any time, or from time to time, after the Original Issue Date shall declare or pay

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any dividend on the Class A Common Stock payable in Class A Common Stock, the Conversion Rate then in effect shall, concurrently with the effectiveness of such subdivision or stock dividend, be proportionately increased based on the ratio of (A) the number of shares of Class A Common Stock outstanding immediately after such subdivision or stock dividend to (B) the number of shares of Class A Common Stock outstanding immediately prior to such subdivision or stock dividend. In the event the outstanding shares of Class A Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Class A Common Stock, the Conversion Rate then in effective shall, concurrently with the effectiveness of such combination or consolidation, be proportionately decreased on the same basis.

(v) Adjustments for Other Distributions. In the event the Company at any time, or from time to time, makes or fixes a record date for the determination of holders of Class A Common Stock entitled to receive, any distribution payable in (A) securities of the Company or other entities (other than shares of Class A Common Stock and other than as otherwise adjusted in this Section 4 or as otherwise provided in Section 1), (B) evidences of indebtedness issued by the Company or other persons, or (C) assets (excluding cash dividends) or options or rights not referred to in subparagraph 4(c)(iii)(B), then and in each such event provision shall be made so that the holders of Preferred shall receive upon conversion thereof, in addition to the number of shares of Class A Common Stock receivable thereupon, the amount of such distribution which they would have received had their Preferred been converted into Class A 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 Preferred.

(vi) Adjustments for Recapitalization, Reclassification, Exchange and Substitution. If at any time, or from time to time, the Class A Common Stock issuable upon conversion of the Preferred shall be changed into the same or a different number of shares of any other class or classes of stock, whether by recapitalization, capital reorganization, reclassification or otherwise (other than a subdivision, combination of shares, dividend or distribution provided for above or a merger or consolidation of the Company, whether or not the Company is the serving corporation), the Conversion Rate of the Preferred then in effect shall, concurrently with the effectiveness of such recapitalization, reorganization, reclassification, merger or consolidation, be proportionately adjusted such that the Preferred shall be convertible into, in lieu of the number of shares of Class A Common Stock which the holders thereof 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 Class A Common Stock that would have been subject to receipt by the holders upon conversion of the Preferred immediately before that change. In addition, to the extent applicable in any reorganization or recapitalization, provision shall be made so that the holders of the Preferred shall thereafter be entitled to receive upon conversion of the Preferred the number of shares of stock or other securities or property of the Company or otherwise, to which a holder of Class A Common Stock deliverable upon conversion would have been entitled on such recapitalization, reorganization, reclassification, merger or consolidation. The provisions of this Section 4(c)(vi) shall similarly

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apply to successive capital reorganizations, reclassifications and, to the extent approved by the holders of Preferred, mergers and consolidations.

(d) No Impairment. Except as provided in Section 5, the Company will not, by amendment of its Certificate 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 Company, 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 the Preferred.

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

(f) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred, in addition to such other remedies as shall be available to the holder of such Preferred, the Company will take such corporate action as may, in the opinion of counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purposes.

(g) Notices of Record Date. In the event that the Company shall propose at any time:

(i) to declare any dividend or distribution upon its Class A 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;

(ii) 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;

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

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(iv) 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, the Company shall send to the holders of the Preferred:

(A) in the case of the matters referred to in clauses (i) and (ii) above, 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 Class A Common Stock shall be entitled thereto and the amount and character of such dividend, distribution or right); and

(B) in the case of the matters referred to in (iii) and (iv) 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 Class A Common Stock shall be entitled to exchange their Class A 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 Preferred at the address for each such holder as shown on the books of the Company.

5. Covenants.

(a) Protective Provisions of the Series A Preferred. In addition to any other rights provided by law, so long as any shares of the Series A Preferred shall be outstanding, the Company shall not, without first obtaining the affirmative vote or written consent of the holders of at least a majority-in-interest of the Series A Preferred voting together as a single class:

(i) amend or repeal any provision of, or add any provision to, the Company's Certificate of Incorporation or Bylaws if such action would (A) adversely alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series A Preferred; (B) increase or decrease the authorized number of shares of any series of Preferred; (C) create any series or class of stock (whether by reclassification of any existing stock or otherwise) having any preference over or on parity with the Series A Preferred; or (D) amend, repeal, add or change the effect of any provision in Section 7 (Election of Directors) of this Certificate of Incorporation.

(ii) authorize or issue any securities (including but not limited to any Options or Convertible Securities as defined in Section 4(c) hereof) having any preference or priority as to rights or privileges superior to or on a parity with any such preference or priority of the Series A Preferred;

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(iii) authorize the sale of or issue any securities (including, but not limited to, any debt instruments, Options, or Convertible Securities as defined in Section 4(c) hereof), to Castlebridge Technologies, Inc., Hunter Systems, LLC, Jemison Investments, or any holders of securities or partnership interests in the Company, Castlebridge Technologies, Inc., Hunter Systems, Inc., Jemison Investment, or any affiliates (as that term is defined in Rule 144(a) of the Securities Act of 1933, as amended) of the aforementioned entities or holders (the "Related Parties"); provided, however, that if the Company has made commercially reasonable efforts, for a period of at least ninety (90) days, to obtain funding from parties other than the Related Parties (the "Third Parties") but has been unable to sell such securities to the Third Parties, after notification by the Company to the Series A Preferred holders in writing of (x) names and addresses of the Third Parties contacted by the Company, (y) the proposed terms and conditions of such sale(s) to Third Parties, and (z) that it has been unable to obtain funds from the Third Parties, then for ninety (90) days from the date of such notice the Company may authorize the sale and issue such securities to the Related Parties without obtaining the approval of the Series A Preferred so long as it also offers such securities to the Series A Preferred in an amount equal to the Series A Pro Rata Share. For purposes of this Subsection 5(a)(iii) only, the "Series A Pro Rata Share" shall mean such number of (or face value of, if applicable) securities that as a percent of the securities offered under this Subsection 5(a)(iii) equal to the number obtained by dividing (i) the number of outstanding Series A Preferred immediately prior to such sale or issuance by (ii) the number of outstanding Common Stock, Series A Preferred and Series B Preferred immediately prior to such sale or issuance.

(iv) merge or consolidate with any other corporation or sell, lease, or convey all or substantially all of the assets of the Company or otherwise effect a recapitalization or reorganization of the Company, or similar transaction in which the prior stockholders of the Company hold less than fifty percent (50%) of (x) the voting shares of the continuing or surviving entity, or (y) assets of the corporation existing immediately prior to the sale of assets or similar transaction (as determined by fair market), after the sale of assets or similar transaction; and

(v) pay or declare any dividend on any shares of Common Stock or apply any of its assets to the redemption, retirement, purchase or acquisition directly or indirectly, through subsidiaries or otherwise, of any shares of Common Stock or Series A Preferred except from employees or consultants of the Company upon termination of employment or association pursuant to contractual agreements providing for the repurchase of such shares entered into with such employees or consultants.

(b) Protective Provisions of the Series B Preferred. In addition to any other rights provided by law, so long as any of the Series B Preferred shall be outstanding, the Company shall not, without first obtaining the affirmative vote or written consent of the holders of at least a majority of the then-outstanding voting power of the Series B Preferred voting together as a single class;

(i) amend or repeal any provision of, or add any provision to, the Company's Certificate of Incorporation or Bylaws if such action would (A) adversely alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series

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B Preferred; (B) increase or decrease the authorized number of shares of any series of Preferred; or (C) create any series or class of stock (whether by reclassification of any existing stock or otherwise) having any preference over or on parity with the Series B Preferred; or

(ii) authorize or issue any securities (including but not limited to any Options or Convertible Securities as defined in Section 4(c) hereof) having any preference or priority as to rights or privileges superior to or on a parity with any such preference or priority of the Series B Preferred.

(c) Co-Sale Obligation of the Series A Preferred Stock. The holders of the Series A Preferred shall not sell such stock unless the purchaser makes an offer to the holders of the Class B Common for the sale of such stock at the same price and under the same terms as the sale of the Series A Preferred.

6. Voting Rights. Prior to any underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Class A Common Stock to the public for the account of the Company, the holders of the Class B Common Stock shall have no voting power after which the holders of the Class B Common Stock shall have full voting rights and powers equal to the voting rights and powers of the holders of the Class A Common Stock, and shall be entitled to vote, together with the holders of the Class A Common Stock, with respect to any matters upon which holders of the Class A Common Stock have the right to vote. Holders of the Preferred shall have full voting rights and powers equal to the voting rights and powers of the holders of the Class A Common Stock, and shall be entitled to vote, together with the holders of the Class A Common Stock, with respect to any matters upon which holders of the Class A Common Stock have the right to vote. Except as otherwise provided herein, the holder of each share of the Class A Common Stock issued and outstanding shall have one vote and the holder of each share of Preferred shall be entitled to the number of votes equal to the number of shares of the Class A Common Stock into which such share of Preferred could be converted at the record date for determination of the stockholders entitled to vote on such matters, or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited, such votes to be counted together with all other shares of stock of the Company having general voting power and not separately as a class. Fractional votes by the holders of Preferred shall not, however, be permitted and any fractional voting rights shall (after aggregating all shares into which shares of Preferred held by each holder could be converted) be rounded to the nearest whole number. Holders of the Class A Common Stock and Preferred shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Company.

7. Election of Directors. Notwithstanding provisions other than in this Section 7, upon the first issuance by the Company of its Series B Preferred Stock, the following provisions shall determine the election of directors of the Company:

(a) Number of Directors. The Board of Directors shall consist of either five (5) or seven (7) members, as determined from time to time by the stockholders of the Company or as determined by the Board of Directors in accordance with the provisions of this First Amended and

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Restated Certificate and the Bylaws. The stockholders of the Company may otherwise change the number of directors from time to time by amendment to this Section 7(a).

(b) Election of Directors by Series A Preferred. So long as at least 2,500,000 shares of the originally issued shares of Series A Preferred remain outstanding (as adjusted for stock splits, stock dividends, recapitalizations and similar events), the holders of the Series A Preferred shall be entitled, voting as a separate class, to elect two (2) directors of the Company and so long as at least 1,200,000 shares of Series A Preferred are outstanding, the holders of Series A Preferred shall be entitled, voting as a separate class, to elect one (1) director of the Company. The director(s) elected by vote of the holders of Series A Preferred as set forth above may not be removed from office by vote of the stockholders of the Company except by vote of a majority-in-interest of the holders of the Series A Preferred. In the case of any vacancy in the office of a director elected by the holders of the Series A Preferred, only the holders of the then-outstanding Series A Preferred shall be entitled, voting as a separate class either by written consent or at a special or annual meeting of stockholders, to elect a successor to hold office for the unexpired term of the director whose place shall be vacant.

(c) Election of Joint Director(s). The holders of a majority of the Series A Preferred, voting as a class, and a majority of the Series B Preferred and the Common Stock voting together as a class shall be entitled to elect (i) one (1) director of the Company if the Board of Directors consists of five (5) members or (ii) two (2) directors of the Company if the Board of Directors consists of seven (7) members (a director elected in this manner shall be referred to as a "Joint Director"). A Joint Director may not be removed from office by vote of the stockholders of the Company except by vote of a majority of the Series A Preferred voting as a class, and a majority of the Series B Preferred and the Common Stock voting together as a class. In the case of any vacancy in the office of a Joint Director, only the holders of a majority of the Series A Preferred, voting as a class, and a majority of the Series B Preferred and the Common Stock voting together as a class, shall be entitled, either by written consent or at a special or annual meeting of stockholders, to elect a successor to hold office for the unexpired term of the director whose place shall be vacant.

(d) Election of Remaining Directors by Series B Preferred and Common Stock. The holders of a majority of the Common Stock and the Series B Preferred Stock, voting together as a class, shall be entitled to elect (i) two (2) directors of the Company if the Board of Directors consists of five (5) members or (ii) three (3) directors of the Company if the Board of Directors consists of seven (7) members (a director elected in this manner shall be referred to as a "Remaining Director"). A Remaining Director may not be removed from office by vote of the stockholders of the Company except by vote of a majority-in-interest of the holders of the Series B Preferred and Common Stock voting together as a class. In the case of any vacancy in the office of a Remaining Director, only the holders of the then-outstanding Series B Preferred and Common Stock shall be entitled, voting together as a class either by written consent or at a special or annual meeting of stockholders, to elect a successor to hold office for the unexpired term of the director whose place shall be vacant. In the event that the holders of the Series A Preferred shall be entitled to elect less than two directors pursuant to Section 7(b) hereof, then the remaining directors of the Company shall be elected in accordance with the provisions of this Section 7(d).

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8. Transfer Rights of Class B Common Stock. Prior to any underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Class A Common Stock to the public for the account of the Company, the holders of the Class B Common Stock shall have no right to transfer such stock except to a purchaser of the Series A Preferred Stock and only in the same proportion as that of the Series A Preferred Stock sold by the holder of such stock.

ARTICLE VI

The Company is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Company shall so provide.

ARTICLE VIII

The number of directors which constitute the whole Board of Directors of the Company shall be designated in the Bylaws of the Company unless otherwise designated herein.

ARTICLE IX

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

ARTICLE X

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director.

2. The Company shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Company or any predecessor of the Company, or serves or served at any other enterprise as a director, officer or employee at the request of the Company or any predecessor to the Company.

3. Neither any amendment nor repeal of this Article X, nor the adoption of any provision of the Company's Certificate of Incorporation inconsistent with this Article X, shall eliminate or reduce the effect of this Article X, in respect of any matter occurring, or any action or

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proceeding accruing or arising or that, but for this Article X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Company may be kept (subject to any provision contained in the statutes) outside of 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 Bylaws of the Company.

ARTICLE XII

Vacancies created by the resignation of one or more members of the Board of Directors and newly created directorships, created in accordance with the Bylaws of this Company, may be filled by the vote of a majority, although less than a quorum, of the directors then in office, or by a sole remaining director subject to the provisions hereof.

ARTICLE XIII

Advance notice of new business and stockholder nominations for the election of directors shall be given in the manner and to the extent provided in the Bylaws of the Company.

ARTICLE XIV

The Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

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FROM CORPORATION TRUST WILMINGTON 6

(TUE) 6. 11' 02 15:34/ST. 15:27/NO. 4863777704 P 19

Mayer Brown Platt 7/14/00 9:39 PAGE 19/19 RightFAX

IN WITNESS WHEREOF, the Board of Directors of the Company has caused this Certificate of Incorporation to be signed by Jonathan Abrams, its President and Chief Executive Officer, effective as of ~~July 13, 2000~~

July 13, 2000

EDLINE.COM, INC.

By: 
Jonathan P. Abrams
President and Chief Executive Officer

FROM CORPORATION TRUST WILMINGTON 6

(TUE) 6.11'02 15:34/ST. 15:27/NO. 4863777704 P 20

FEB-20-2001 12:32

CT CORPORATION

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**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION**

EDLINE.COM, INC. (the "Corporation"), a corporation organized and existing under and by virtue of The General Corporation Law of the State of Delaware, **DOES HEREBY CERTIFY:**

FIRST: That the Board of Directors of the Corporation by the written consent of its sole member adopted resolutions proposing and declaring advisable the following amendment to the Certificate of Incorporation of the Corporation:

RESOLVED, that the Certificate of Incorporation of the Corporation be amended so that Article **FIRST** thereof shall read in its entirety as follows:

"**FIRST:** The name of the corporation shall be: Edline, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder has given written consent to said amendment in accordance with the provisions of Section 228 of The General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of The General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be executed by its duly authorized officer this 2nd day of ~~December~~ January 2001.

EDLINE.COM, INC.

By: 
Name: Jonathan Abrams
Title: President

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:05 PM 02/20/2001
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FROM CORPORATION TRUST WILMINGTON 6

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 04/26/2002
020260612 - 3107951

**CERTIFICATE OF CONVERSION
TO
LIMITED LIABILITY COMPANY**

**EDLINE, INC.
TO
EDLINE LLC**

Edline, Inc., a Delaware corporation, files this Certificate of Conversion to Limited Liability Company ("this Certificate of Conversion") and hereby certifies the following:

1. The name of the corporation is Edline, Inc. (the "Corporation").
2. The date of the filing of the Corporation's original certificate of incorporation with the Secretary of State of the State of Delaware is October 21, 1999. The original name filed is Edline.Com, Inc.
3. The name of the limited liability company into which the Corporation shall be converted is Edline LLC, as set forth in the Certificate of Formation of Edline LLC filed in accordance with the Delaware Limited Liability Company Act, as amended.
4. The conversion of the Corporation to Edline LLC (the "Conversion") has been approved by the board of directors and the stockholders of the Corporation in accordance with the provisions of Section 266 of the Delaware General Corporation Law as amended.
5. The Conversion shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned authorized officer of the Corporation has executed this Certificate of Conversion on behalf of the Corporation as of the 26th day of April, 2002

EDLINE, INC.

By: /s/ Jonathan Abrams
Name: Jonathan Abrams
Title: CEO

R027280-19(079)1

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 04/26/2002
020269612 - 3107951

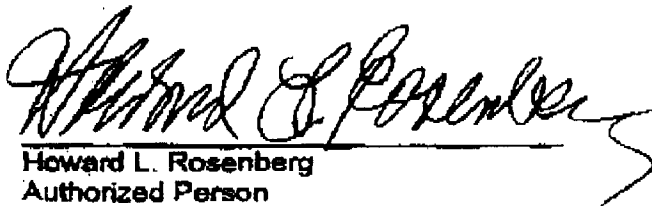
CERTIFICATE OF FORMATION

OF

EDLINE LLC

1. The name of the limited liability company is Edline LLC.
2. The address of the registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Edline LLC this 26th day of April, 2002.



Howard L. Rosenberg
Authorized Person

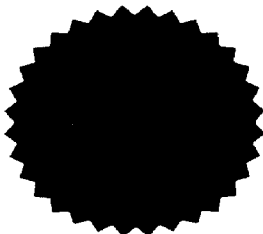
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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "EDLINE, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "EDLINE, INC." TO "EDLINE LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF APRIL, A.D. 2002, AT 4:30 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

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020269612

AUTHENTICATION: 1751855

DATE: 04-26-02
REEL: 002528 FRAME: 0555

**CERTIFICATE OF CONVERSION
TO
LIMITED LIABILITY COMPANY**

**EDLINE, INC.
TO
EDLINE LLC**

Edline, Inc., a Delaware corporation, files this Certificate of Conversion to Limited Liability Company ("this Certificate of Conversion") and hereby certifies the following:

1. The name of the corporation is Edline, Inc. (the "Corporation").
2. The date of the filing of the Corporation's original certificate of incorporation with the Secretary of State of the State of Delaware is October 21, 1999. The original name filed is Edline.Com, Inc.
3. The name of the limited liability company into which the Corporation shall be converted is Edline LLC, as set forth in the Certificate of Formation of Edline LLC filed in accordance with the Delaware Limited Liability Company Act, as amended.
4. The conversion of the Corporation to Edline LLC (the "Conversion") has been approved by the board of directors and the stockholders of the Corporation in accordance with the provisions of Section 266 of the Delaware General Corporation Law as amended.
5. The Conversion shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned authorized officer of the Corporation has executed this Certificate of Conversion on behalf of the Corporation as of the 26th day of April, 2002

EDLINE, INC.

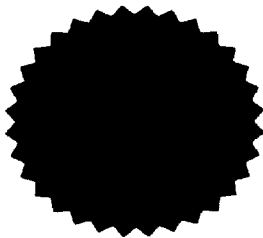
By: /s/Jonathan Abrams
Name: Jonathan Abrams
Title: CEO

Delaware

The First State

PAGE 2

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "EDLINE LLC" FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF APRIL, A.D. 2002, AT 4:30 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

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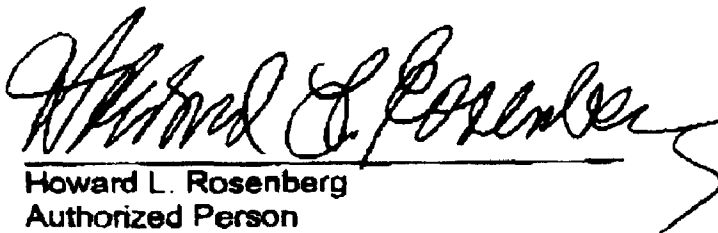
CERTIFICATE OF FORMATION

OF

EDLINE LLC

1. The name of the limited liability company is Edline LLC.
2. The address of the registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Edline LLC this 26th day of April, 2002.


Howard L. Rosenberg
Authorized Person

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