

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interactive Acquisition Inc.		10/25/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Velocita Wireless Corp.		
Street Address:	10 Woodbridge Center Drive		
City:	Woodbridge		
State/Country:	NEW JERSEY		
Postal Code:	07095		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78499239	VELOCITA WIRELESS	
Serial Number:	78499179	VELOCITA	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562132		
Email:	scott.kareff@srz.com		
Correspondent Name:	Scott M. Kareff, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Scott M. Kareff, Esq.		
Signature:	/sas for smk/		
Date:	04/12/2005		

CH \$65.00 78499239

Total Attachments: 11

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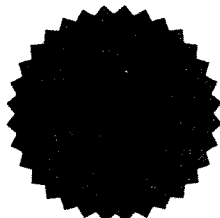
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "INTERACTIVE ACQUISITION INC.", CHANGING ITS NAME FROM "INTERACTIVE ACQUISITION INC." TO "VELOCITA WIRELESS HOLDING CORP.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF OCTOBER, A.D. 2004, AT 6:32 O'CLOCK P.M.

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



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3846318 8100

AUTHENTICATION: 3432160

040765698

DATE: 10-25-04

TRADEMARK
REEL: 003064 FRAME: 0666

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
INTERACTIVE ACQUISITION INC.

Interactive Acquisition Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is Interactive Acquisition Inc. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on August 20, 2004.
2. The Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 245 and 242 of the General Corporation Law of the State of Delaware on October 22, 2004.
3. This Amended and Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of the Corporation as follows:

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF

VELOCITA WIRELESS HOLDING CORP.

FIRST: The name of the Corporation is VELOCITA WIRELESS HOLDING CORP. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 615 South DuPont Highway, County of Kent, City of Dover, State of Delaware 19901. National Corporate Research, Ltd is the Corporation's registered agent at that address.

THIRD: The purpose of the Corporation 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 (the "General Corporation Law").

FOURTH:

a. The Corporation is authorized to issue two classes of shares to be designated respectively Preferred Stock ("Preferred Stock") and Common Stock ("Common Stock"). The total number of shares of capital stock that the Corporation is authorized to issue is Two Hundred Sixteen Thousand One Hundred Fifty (216,150). The total number of shares of Preferred Stock the Corporation is authorized to issue is One Hundred Sixteen Thousand One

Hundred Fifty (116,150). The total number of shares of Common Stock the Corporation is authorized to issue is One Hundred Thousand (100,000). The Preferred Stock shall have a par value of \$.001 per share and the Common Stock shall have par value of \$.001 per share.

b. The Preferred Stock shall be divided into series. The first series shall consist of Sixteen Thousand One Hundred Fifty(16,150) shares and is designated "Series A Preferred Stock."

c. The remaining shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors of the Corporation (the "Board of Directors") is expressly authorized to provide for the issue of all or any of the remaining shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter, for each such series, such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such shares (a "Preferred Stock Designation") and as may be permitted by the General Corporation Law of the State of Delaware. The Board of Directors is also expressly authorized to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series. In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

d. The powers, preferences, rights, restrictions, and other matters relating to the Series A Preferred Stock are as follows:

(i) Ranking.

The Series A Preferred Stock shall rank, with respect to dividend distributions and distributions upon a Liquidation Event (as defined in Section d.(iii)(a)), senior to all classes of common stock of the Corporation (including the Common Stock of the Corporation) and senior to or on parity with any other class of capital or series of preferred stock established after the date that any shares of Series A Preferred Stock are first issued (the "Series A Issuance Date") by the Board. All classes of common stock of the Corporation and any other class of capital stock or class or series of preferred stock established after the Series A Issuance Date to which the Series A Preferred Stock is senior, are collectively referred to herein as "Junior Securities".

(ii) Dividend Provisions

The holders of shares of Series A Preferred Stock shall be entitled to receive dividends, in cash, out of any assets of the Corporation legally available therefor, prior and in preference to any declaration or payment of any dividend on any Junior Securities, at the rate of 8% of the Series A Liquidation Preference Payment (as hereinafter defined) per annum. Such dividends shall be cumulative, shall compound quarterly and shall accrue daily from October 22, 2004 until paid.

(iii) Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), whether voluntary or involuntary, the holders of shares of Series A Preferred Stock shall be entitled to receive, prior and in preference to any payment or distribution of any of the assets of the Corporation to the holders of any Junior Securities, by reason of their ownership thereof, an amount per share equal to \$1,000 per share (the "Series A Issuance Price") and (ii) an amount equal to all accrued and/or declared but unpaid dividends on such share, computed to the date payment thereof is made (together with the Series A Issuance Price, the "Series A Liquidating Preference Payment"). If upon the occurrence of any Liquidation Event, the assets and funds to be distributed among the holders of Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire assets and funds of the Corporation available for distribution shall be distributed pro rata among the holders of Series A Preferred Stock in proportion to the number of such shares owned by each such holder.

(b) For purposes of this Section d.(iii)(b), any amalgamation, merger, reorganization or consolidation of the Corporation into or with any other company or entity (including a stock for stock exchange, share for share exchange or stock for cash exchange), (ii) any transaction or series of transactions in which securities of the Corporation representing 50% or more of the combined voting power of the Corporation's then outstanding voting securities are acquired by a person, entity or group of related persons or entities, or (iii) a sale, conveyance, transfer, license, lease, abandon or other disposition or transfer of all or substantially all of the assets of the Corporation, in one or more related transactions shall be deemed a Liquidation Event of the Corporation; provided, however, that a Liquidation Event shall not be deemed to have occurred if, for the purposes of the foregoing clause (i), (x) the holders of share capital of the Corporation immediately prior thereto shall, immediately thereafter, hold as a group the right to cast at least a majority of votes of all holders of voting securities of the resulting, continuing, or surviving Corporation or entity on any matter on which any such holder of voting securities shall be entitled to vote, (y) the merger, amalgamation, reorganization or consolidation involves only a change in the jurisdiction of incorporation of the Corporation, or (z) the merger, amalgamation, reorganization or consolidation of the Corporation is with or into a wholly-owned subsidiary of the Corporation.

(iv) Redemption.

(a) At any time and from time to time after the Series A Issuance Date the Corporation shall have the right to redeem any or all of the outstanding shares of Series A Preferred Stock on such date (the "Redemption Date"), in cash, out of any assets of the Corporation legally available therefore, at a price per share equal to the Series A Liquidation Preference Payment (the "Redemption Price"), upon written notice as provided in Section d.(iv)(c) below; provided, however, that any such partial redemption by the Corporation shall be made in increments of not less than \$1,000,000.

(b) At least 30 but not more than 60 days prior to the Redemption Date written notice (the "Redemption Notice") shall be given by the Corporation by mail, postage prepaid, or by facsimile or email transmission, to each holder of record (at the close of business on the business day next preceding the day on which the Redemption Notice is

given) of Series A Preferred Stock notifying such holder of the redemption and specifying the Redemption Price, the Redemption Date, the number of shares to be redeemed and the place where said Redemption Price shall be payable. From and after the close of business on the Redemption Date, unless there shall have been a default in the payment of the Redemption Price, all rights of holders of such Series A Preferred Stock subject to redemption (except the right to receive the Redemption Price) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the shareholder record of the Corporation or be deemed to be outstanding for any purpose whatsoever. Any Series A Preferred Stock redeemed pursuant to this Section d.(iv) or otherwise acquired by the Corporation in any manner whatsoever shall be cancelled and shall not under any circumstances be reissued, and the Corporation may from time to time take such appropriate Corporation action as may be necessary to reduce accordingly the number of authorized Series A Preferred Stock. If the corporation fails for any reason to redeem the total number of outstanding Series A Preferred Stock on such Redemption Date (a "Non-redemption Event"), the Series A Preferred Stock not redeemed, shall remain outstanding and shall be entitled to all rights and preferences provided herein.

(c) Immediately upon the occurrence of a Non-redemption Event, the number of directors of the Corporation shall be increased by four (or such higher number so that the sum of such additional directors (collectively, the "Series A Directors") shall constitute a majority of the Board), and the holders of the outstanding Series A Preferred Stock shall be entitled to elect such Series A Directors until redemption of all outstanding Series A Preferred Stock is effected. Upon the occurrence of a Non-Redemption Event, the Board shall immediately call a special meeting of all holders of Series A Preferred Stock for the purpose of electing the Series A Directors and the holders of Series A Preferred Stock shall have a right to vote, as a single class, to elect by a majority of the then outstanding Series A Preferred Stock, the Series A Directors although less than a quorum. Upon redemption of all outstanding Series A Preference Stock, the term of office of each Series A Director elected by the holders of the Series A Preferred Stock pursuant to such special voting right shall forthwith terminate and the number of directors constituting the entire Board shall be reduced by the number of the Series A Directors. So long as the Non-Redemption Event shall continue, any vacancy in the office of a Series A Director may be filled by written consent of the Series A Directors remaining in office or, if none remains in office, by vote of the holders of a majority of the outstanding Series A Preferred Stock. As long as the Non-Redemption Event shall continue, holders of any of the outstanding capital stock (other than Series A Preferred Stock) of the Corporation entitled to vote on election of directors shall not be entitled to vote on election or removal of Series A Directors.

(v) Voting Rights; Directors. Series A Preferred Stock shall have no voting rights except as required by law. With respect to any matter for which a vote of series A is required, each holder of shares of the Series A Preferred Stock shall be entitled to one (1) vote for each share of Series A Preferred Stock held and shall be entitled to notice of any stockholders' meeting, at which any matter will be submitted to a vote of the Series A Preferred Stock, in accordance with the Bylaws of the Corporation.

(vi) Restrictions and Limitations.

(a) Without the prior written consent of the holders of a majority of Series A Preferred Stock, the Corporation will not, by amendment of this certificate

or its By-laws or through any reorganization, recapitalization, transfer of assets, consolidation, merger, amalgamation, 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 certificate and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of Series A Preferred Stock against impairment.

(b) Except as otherwise expressly provided herein, neither this Section C nor any term hereof may be amended, waived, modified, discharged or terminated without the written consent or affirmative vote of the holders of a majority of the outstanding Series A Preferred Stock.

(vii) Protective Provisions. The Corporation shall not, without the affirmative vote or written consent of the holders of a majority of the then outstanding Series A Preferred Stock, voting or consenting as a separate class:

(a) Enter into or amend (or permit any Subsidiary to enter into or amend) any loan, contract, agreement, commitment, understanding or other transaction involving the payment in excess of \$1,000,000 with any person who directly or indirectly controls, is controlled by or is under common control with the Corporation or any officer, director, partner or employee of the Corporation or any affiliates of any of the foregoing person other than pursuant to, or extensions or renewals of, on the same terms, of contracts in effect on the date hereof;

(b) make (or permit any Subsidiary to make) any
Restricted Payment

(c) borrow (or permit any Subsidiary to borrow) any funds or otherwise become subject to (or permit any Subsidiary to become subject to), whether directly or by way of guarantee or otherwise, any Indebtedness (as hereinafter defined) in excess of \$1,000,000, except for Permitted Indebtedness;

(d) create any lien, claim or encumbrance of any of the properties of the Corporation or its Subsidiaries, other than in connection with Permitted Indebtedness and liens securing taxes, assessments, regulatory or administrative charges or levies or the claims of material men, carriers, landlords and like persons which are not yet due and payable

(e) engage in any reclassification, recapitalization or other change in respect of any of the share capital of the Corporation

(f) acquire any assets (whether by means of an asset purchase, stock or share purchase or merger or amalgamation), other than in the ordinary course of business, or engage in any other acquisition that is material to the Corporation and any of its Subsidiaries, taken as a whole

(g) merge or consolidate with or into, or permit any Subsidiary to merge, amalgamate or consolidate with or into, any other company, corporation, corporations, entity or entities (except a wholly-owned Subsidiary of the Corporation may merge, amalgamate or consolidate with or into any other wholly-owned Subsidiary of the Corporation); or sell, convey, mortgage, license, pledge, abandon, transfer, lease or otherwise dispose of all or substantially all of the Corporation's and its Subsidiaries' properties or assets, in one or more related transactions;

(h) convey, sell, lease, assign, transfer or otherwise dispose of any of its property, business or assets (including, without limitation, tax benefits, receivables and leasehold interests) whether now owned or hereafter acquired (or permit any Subsidiary to engage in any of the foregoing activities) except: (A) for the sale or other disposition of any property that has become obsolete or worn out and is disposed of in the ordinary course of business or (B) for sales or other dispositions of inventory made in the ordinary course of business;

(i) make any advance, loan, extension or credit or capital contribution to, or purchase any stock, bonds, notes, debentures or other securities of, or make any other investment in, any persons except that: (A) the Corporation may make investments in, or loans or advances to, any wholly-owned Subsidiaries and any wholly-owned Subsidiaries may make investments in, or loans or advances to, the Corporation and (B) the Corporation or its wholly-owned Subsidiaries may acquire and hold receivables owing to it, if created in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(j) make or commit to make any capital expenditures for the Corporation and/or any of its Subsidiaries exceeding \$1,000,000 in any fiscal year to the extent not included in the annual budget for such fiscal year approved by the holders of a majority of the Series A Preferred Stock;

(k) permit to exist any limitations on the payment of dividends or distributions by the Corporation with respect to the Series A Preferred Stock or by any of the Corporation's Subsidiaries, except for restrictions existing in Indebtedness outstanding on the Series A Issuance Date (or any Refinancing Indebtedness);

(l) amend, alter, change, repeal or waive any provision of this Amended or Restated Certificate of Incorporation or its By-laws in any manner (whether by merger, amalgamation, consolidation or otherwise), that would adversely affect the rights, preferences or privileges of the Series A Preferred Stock;

(m) effect any liquidation, dissolution or winding up of the Corporation

(n) create or authorize the creation of or issue (including, without limitation, by way of recapitalization), or obligate itself or any Subsidiary to authorize or issue any preferred shares in the share capital of the Corporation or any such Subsidiary, or any other security exercisable for or convertible into any shares of the shares capital of the Corporation or any Subsidiary, whether any such creation or authorization shall be

by means of amendment of this Amended and Restated Certificate of Incorporation, of its By-laws, or otherwise or by merger, amalgamation, consolidation or otherwise thereof; or

(o) enter into any contract, agreement, commitment or understanding with respect to any of the foregoing.

For the purposes hereof:

"Indebtedness" shall mean (A) all indebtedness for borrowed money, contingent or otherwise; (B) that portion of obligations with respect to capital leases that is properly classified as a liability on a balance sheet in conformity with generally accepted accounting principles ("Capital Lease Obligations"); (C) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money; (D) any obligation owed for all or any part of the deferred purchase price of property or services if the purchase price is due more than six (6) months from the date the obligation is incurred or is evidenced by a note or similar written instrument; (E) obligations under forward contracts, future contracts, swaps, options or other financing agreements or arrangements the value of which is dependent upon interest rates, currency exchange rates, commodities or other indices; (F) all indebtedness secured by any lien on any property or asset owned or held by the Corporation or any of its Subsidiaries, regardless of whether the indebtedness secured thereby shall have been assumed by the Corporation or any of its Subsidiaries; and (G) any guarantee or obligation with respect to any third party Indebtedness;

"Permitted Indebtedness" shall mean: (A) Indebtedness existing on the date hereof; (B) the incurrence by the Corporation or any of its Subsidiaries of Refinancing Indebtedness in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund Permitted Indebtedness; (C) the incurrence by the Corporation and its Subsidiaries, in the ordinary course of business, of Indebtedness in connection with Capital Lease Obligations or purchase money Indebtedness incurrence for the acquisition of equipment in the ordinary course of business, in the aggregate amount not to exceed \$5,000,000 incurred after the date hereof at any one time outstanding, and (D) the incurrence by the Corporation or its Subsidiaries of Indebtedness for vendor accounts payable in the ordinary course of business;

"Restricted Payment" shall mean (A) the declaration or payment of any dividends or any other distributions of any sort in respect of the capital stock of the Corporation ranking junior to the Series A Preferred Stock as to dividends or upon liquidation (including any payment in connection with any merger or consolidation) or any similar payment to the direct or indirect holders of its capital stock ranking junior to the Series A Preferred Stock as to dividends or upon liquidation (other than dividends or distributions on such capital stock which are payable solely in the capital stock of the Corporation (other than redeemable or exchangeable shares of capital stock), and dividends or distributions payable solely to the Corporation), (B) the purchase, redemption or other acquisition or retirement for value of any of the Corporation's capital stock (other than the Series A Preferred Stock) or the exercise by the Corporation of any option to exchange any capital stock that by its terms is exchangeable solely at its option, or (C) the setting apart of money or other property by the Corporation for any redemption, purchase or other analogous fund for the redemption, purchase or acquisition of any of its capital stock (other than the Series A Preferred Stock);

"Refinancing Indebtedness" shall mean Indebtedness issued in exchange for, or the net proceeds of which are used to extend, renew, replace, defease or refund, other Permitted Indebtedness of the Corporation; provided, that (A) the principal amount (or accreted value, if applicable) of such Refinancing Indebtedness does not exceed the principal amount of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of reasonable expenses incurred in connection therewith); (B) such Refinancing Indebtedness has a final maturity date no earlier than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being refinanced, renewed, replaced, defeased or refunded; (C) the obligor of such Refinancing Indebtedness shall be the same person as the obligor of the refinanced Indebtedness, and no new co-obligors or guarantors shall be parties to such Refinancing Indebtedness; and (D) the covenants binding upon the Corporation in respect of such Refinancing Indebtedness shall not be less favorable to the Corporation than those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

"Subsidiary" shall mean: (A) any company, corporation, association or other business equity of which 50% or more of the total voting power of all voting securities is at the time owned or controlled, directly or indirectly, by the Corporation or one or more of the other Subsidiaries of the Corporation (or a combination thereof) and (B) any partnership or limited liability company (1) the sole general partner or the managing general partner or member of which is the Corporation or a Subsidiary of the Corporation or (2) the only general partners or members of which are the Corporation or of one or more Subsidiaries of the Corporation (or any combination thereof); and

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (A) the sum of the product obtained by multiplying (1) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment of final maturity in respect thereof, by (2) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (B) the then outstanding principal amount of such Indebtedness.

e. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as follows:

(i) **Dividend Rights.** Dividends on the common stock shall be paid when, as and if declared by the Board of Directors, but shall in no event be paid prior to the payment of any dividends on senior securities of the Corporation.

(ii) **Liquidation Rights.** In the event of any liquidation, dissolution or winding up of the Corporation, either voluntarily or involuntarily, the assets of the Corporation shall be distributed as provided in Section d.(iii) above.

(iii) **Voting Rights.** Except as otherwise provided in this Certificate of Incorporation or required by applicable law, the holder of each share of Common Stock shall have the right to one (1) vote for each such share, and shall be entitled to notice of

any stockholders' meeting in accordance with the Bylaws of the corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

(iv) Redemption. The Common Stock is not redeemable.


FIFTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the General Corporation Law (including, without limitation, paragraph (7) of subsection (b) of Section 102 thereof), as the same may be amended and supplemented from time to time.

SIXTH: The Board of Directors shall have the power to adopt, amend or repeal By-laws of the Corporation, subject to the right of the stockholders of the Corporation to adopt, amend or repeal any By-law.

SEVENTH: The Corporation shall, to the fullest extent permitted by the General Corporation Law (including, without limitation, Section 145 thereof), as the same may be amended and supplemented from time to time, indemnify any and all persons whom it shall have power to indemnify under the General Corporation Law. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled whether as a matter of law, under any By-law of the Corporation, by agreement, by vote of stockholders or disinterested directors of the Corporation or otherwise.

EIGHTH: The election of directors of the Corporation need not be by written ballot, unless the By-laws of the Corporation otherwise provide.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by George Parise, its Secretary, this 22 day of October, 2004.

By: 
Name: George Parise
Title: Secretary