

**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Senor Felix's Gourmet Mexican Food, Inc.		11/01/2002	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fresh Food Concepts, Inc.		
<b>Street Address:</b>	6535 Caballero Boulevard		
<b>City:</b>	Buena Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90620		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2205865	SENIOR FELIX'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-6371		
<b>Email:</b>	rprescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	200 E. Randolph Drive		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>Signature:</b>	/Renee M. Prescan/		
<b>Date:</b>	06/06/2005		

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**Total Attachments: 11**

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**State of California**  
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

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

JUN - 3 2005



A handwritten signature in cursive script, appearing to read "Bruce McPherson".

BRUCE McPHERSON  
Secretary of State

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in the office of the Secretary of State  
of the State of California

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Bill Jones  
BILL JONES, Secretary

**SECOND AMENDED AND  
RESTATED ARTICLES  
OF INCORPORATION OF  
SEÑOR FELIX'S GOURMET MEXICAN FOOD, INC.**

Rick Palmer and Jim Lee certify that:

First: They are the President and Secretary, respectively, of Señor Felix's Gourmet Mexican Food, Inc., a California corporation (the "Corporation").

Second: The Articles of Incorporation of this Corporation are amended and restated to read in their entirety as follows:

**I.**

The name of this Corporation is Fresh Food Concepts, Inc. This Corporation is a close corporation. All of the Corporation's issued shares of all classes shall be held of record by not more than 35 persons.

**II.**

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

**III.**

A. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 26,300,000 shares, 17,000,000 shares of which shall be Common Stock (the "Common Stock") and 9,300,000 shares of which shall be Preferred Stock (the "Preferred Stock").

B. 3,000,000 of the authorized shares of Preferred Stock are hereby designated "Series A Preferred Stock" (the "Series A Preferred"). 4,000,000 of the authorized shares of Preferred Stock are hereby designated "Series B Preferred Stock" (the "Series B Preferred"). 1,300,000 of the authorized shares of Preferred Stock are hereby designated "Series C Preferred Stock" (the "Series C Preferred" and, together with the Series A Preferred and the Series B Preferred, the "Junior Preferred"). 1,000,000 of the authorized shares of Preferred Stock are hereby designated as "Series D Preferred" (the "Series D Preferred" and, together with the Series A Preferred, Series B Preferred and Series C Preferred, the "Series Preferred").

C. 14,000,000 shares of Common Stock are hereby designated Class A Common Stock (the "Class A Common"), 1,000,000 shares of Common Stock are hereby designated Class B Common Stock (the "Class B Common") and 2,000,000 shares of Common Stock are hereby designated Class C Common Stock (the "Class C Common" and, together with the Class A Common and Class B Common the "Common Stock").

D. The rights, preferences and privileges relating to the Series Preferred and the Common Stock are as follows:

1. **Voting Rights.** Except as otherwise required by law, each of the Series A Preferred, the Series B Preferred and the Series C Preferred shall be non-voting stock. Where required by law, the Series A Preferred, Series B Preferred and Series C Preferred shall vote together with all outstanding shares of Common Stock, as one class of stock. On all other issues submitted to the stockholders of the Corporation for a vote, the Class A Common, the Class B Common, the Class C Common and the Series D Preferred shall vote together as one class and shall be entitled to notice of all stockholders meetings in accordance with the Corporation's bylaws. The holders of Class A Common, Class B Common and Class C Common shall be entitled to one vote per share. The holders of the Series D Preferred shall be entitled to an aggregate number of votes equal to (a) the total number of Common Stock votes divided by the Junior Percentage multiplied by (b) the Series D Percentage (the "Total Series D Preferred Votes"). The Total Series D Preferred Votes shall be distributed ratably among the holders of Series D Preferred based upon the number of shares of Series D Preferred held by each such holder as of the time any matter is to be voted on by the Corporation's stockholders.

2. **Dividend Rights.**

(a) When and as declared by the Board of Directors and to the extent permitted under the General Corporation Law of California, the Corporation shall pay dividends to the Series A Preferred, Series B Preferred and Series D Preferred and the holders of such Preferred shall be entitled to participate in any dividends declared by the Board of Directors in the following manner:

(i) Holders of Series D Preferred, as a separate class, in preference to the holders of the Junior Preferred and any other capital stock of the Corporation (such other stock, the "Junior Stock"), shall be entitled to receive a portion of any dividend proposed to be paid by the Corporation equal to the Series D Percentage (as defined below) (ratably among such holders based upon the number of shares of Series D Preferred held by each such holder as of the time such dividend is declared);

(ii) Holders of Series A Preferred and Series B Preferred, in preference to the holders of the Series C Preferred and any Junior Stock, shall be entitled to receive a portion of the balance of any such dividends in an amount equal to the Unpaid Series A Preferred Yield (as defined below) and the Unpaid Series B Preferred Yield (as defined below), respectively, on each share of Series A Preferred and Series B Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) held by such holder.

(A) The "Unpaid Series A Preferred Yield" of any share of Series A Preferred means, as of any date, an amount equal to the excess, if any, of (x) the aggregate Series A Preferred Yield accrued on such share of Series A Preferred for all periods prior to such date, over (y) the aggregate amount of prior distributions made by the Corporation in cash that constitutes payment of the Series A Preferred Yield on such share of Series A Preferred. The "Series A Preferred Yield" means, with respect to each share of Series A

Preferred, the amount accruing on such share of Series A Preferred at the rate of nine percent (9%) of the applicable Original Issue Price (as defined below) per annum for the first two years from the date of issuance and fourteen percent (14%) of the applicable Original Issue Price per annum thereafter.

(B) The "Unpaid Series B Preferred Yield" of any share of Series B Preferred means, as of any date, an amount equal to the excess, if any, of (x) the aggregate Series B Preferred Yield accrued on such share of Series B Preferred for all periods prior to such date, over (y) the aggregate amount of prior distributions made by the Corporation in cash that constitutes payment of the Series B Preferred Yield on such share of Series B Preferred. The "Series B Preferred Yield" means, with respect to each share of Series B Preferred, the amount accruing on such Series B Preferred at the rate of nine percent (9%) of the applicable Original Issue Price (as defined below) per annum.

(C) The "Original Issue Price" of each share of the Series A Preferred and Series B Preferred shall be One Dollar (\$1.00).

(b) Dividends on the Series A Preferred and Series B Preferred shall be payable only when, as and if declared by the Board of Directors, but shall be cumulative from the date of issuance and shall be payable quarterly in arrears on or before the 15th day of each March, June, September and December of each year or, if not a business day, the next succeeding business day. Any dividend payable on the Series A Preferred and Series B Preferred for any partial dividend period will be computed on the basis of a 360-day year consisting of twelve 30-day months. The date on which the Corporation initially issues any Series A Preferred or Series B Preferred shall be deemed to be its "date of issuance" regardless of the number of times transfer of such Preferred is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Preferred.

(c) Dividends will be payable to holders of record as they appear in the stock records of the Corporation at the close of business on the applicable record date, which shall be the first day of the calendar month in which the applicable dividend payment date falls or on such other date designated by the Board of Directors of the Corporation as the record date for the payment of dividends on the Series A Preferred and Series B Preferred that is not more than thirty (30) nor less than ten (10) days prior to such dividend payment date.

(d) Dividends on the Series A Preferred and Series B Preferred shall accrue whether or not the Corporation has earnings, whether or not there are funds legally available for the payment of such dividends and whether or not such dividends are declared. Accrued but unpaid dividends on the Series A Preferred and Series B Preferred will accumulate as of the dividend payment date set forth in Section 2(b) on which they first become payable.

(e) So long as any shares of Series D Preferred shall be outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, except as set forth in Section 3(a) below, on any Junior Preferred or any Junior Stock, nor shall any shares of any Junior Preferred or any Junior Stock of the Corporation be purchased, redeemed, or otherwise acquired for value by the Corporation (except for

acquisitions of Common Stock by the Corporation pursuant to agreements which permit the Corporation to repurchase such shares upon termination of services to the Corporation) until all dividends (set forth in Section 2(a)(i) above) on the Series D Preferred shall have been paid or declared and set apart. The provisions of this Section 2(e) shall not, however, apply to (i) a dividend payable in Common Stock, (ii) the acquisition of shares of any Junior Preferred or any Junior Stock in exchange for shares of any Junior Preferred or any other Junior Stock, or (iii) any liquidation or winding up of TestaRossa Inc. ("TestaRossa") alone as set forth in Section 4 below.

(f) So long as any shares of Series A Preferred or Series B Preferred shall be outstanding, no dividend, whether in cash or property, shall be paid or declared, nor shall any other distribution be made, except as set forth in Section 3(a) below, on the Series C Preferred or any Junior Stock, nor shall any shares of the Series C Preferred or any Junior Stock of the Corporation be purchased, redeemed or otherwise acquired for value by the Corporation (except for acquisitions of Common Stock by the Corporation pursuant to agreements which permit the Corporation to repurchase such shares upon termination of services to the Corporation or in exercise of the Corporation's right of first refusal upon a proposed transfer) until all dividends (set forth in Section 1(a)(ii) above) on the Series A Preferred and Series B Preferred shall have been paid or declared and set apart. The provisions of this Section 2(f) shall not, however, apply to (i) a dividend payable in Common Stock, (ii) the acquisition of shares of the Series C Preferred or any Junior Stock in exchange for shares of the Series C Preferred or any other Junior Stock, (iii) any repurchase of any outstanding securities of the Corporation that is approved by the Corporation's Board of Directors, or (iv) any liquidation or winding up of TestaRossa alone as set forth in Section 4 below.

(g) Any dividend payment made on shares of any Series A Preferred or Series B Preferred shall first be credited against the earliest accrued but unpaid dividend due with respect to such shares which remains payable. Holders of any Series A Preferred or Series B Preferred shall not be entitled to any dividend, whether payable in cash, property or stock in excess of full cumulative dividends on such Series A Preferred or Series B Preferred as described above.

**3. Distributions Upon Liquidation of Corporation and TestaRossa.**  
Upon any liquidation or winding up of the Corporation including TestaRossa, its wholly owned subsidiary, whether voluntary or involuntary (each of the foregoing referred to herein as a "Liquidation Event"), the available assets of the Corporation shall be distributed, in each case if and only to the extent assets are available, as follows:

(a) Before any distribution or payment shall be made to the holders of any Junior Preferred or Junior Stock, the holders of Series D Preferred shall be entitled to receive that portion of the aggregate amount of the available assets of the Corporation distributed upon any Liquidation Event equal to the Series D Percentage (ratably among such holders based upon the number of shares of Series D Preferred held by each such holder as of the time of such Liquidation Event). The "Series D Percentage" shall initially be equal to 75%, based upon 750,000 shares of Series D Preferred initially outstanding (the "Initial Series D Issuance"). The Series D Percentage shall be subject to adjustment upon the issuance of additional shares of Series D Preferred (the "Additional Series D Issuance"). In instances in which the Series D

Percentage is subject to adjustment hereunder, the Series D Percentage shall equal (i) the Initial Series D Issuance plus the aggregate number of prior Additional Series D Issuances plus the then Additional Series D Issuance divided by (ii) 1,000,000 plus the aggregate number of prior Additional Series D Issuances plus the then Additional Series D Issuance.

(b) After the payment of the full liquidation preference to the Series D Preferred as set forth in Section 3(a) above, the holders of any Junior Preferred and Junior Stock shall be entitled to receive an aggregate amount of the remaining assets of the Corporation distributed upon any Liquidation Event equal to the Junior Percentage (as defined below) to be distributed in the following manner:

(i) Before any distribution or payment shall be made to the holders of any Series A Preferred, Series B Preferred, or Junior Stock, the holders of Series C Preferred shall be entitled to be paid out of the assets of the Corporation an amount per share of Series C Preferred equal to four times the applicable Original Issue Price plus any accrued and unpaid dividends on the Series C Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) for each share of Series C Preferred held by them. If, upon any such Liquidation Event, the assets of the Corporation shall be insufficient to make payment in full to all holders of Series C Preferred of the liquidation preference set forth in this Section 3(b)(i), then such assets shall be distributed among the holders of Series C Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled. The "Original Issue Price" of each share of the Series C Preferred shall be One Dollar (\$1.00).

(ii) After the payment of the full liquidation preference to the Series C Preferred as set forth in Section 3(b)(i) above, before any distribution or payment shall be made to the holders of any Series B Preferred or Junior Stock, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Corporation an amount per share of Series A Preferred equal to the applicable Original Issue Price plus any accrued and unpaid dividends on the Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) for each share of Series A Preferred held by them. If, upon any such Liquidation Event, the assets of the Corporation shall be insufficient to make payment in full to all holders of Series A Preferred of the liquidation preference set forth in this Section 3(b)(ii), then such assets shall be distributed among the holders of Series A Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(iii) After the payment of the full liquidation preference of the Series C Preferred and Series A Preferred as set forth in Section 3(b)(ii) above, before any distribution or payment shall be made to the holders of any Junior Stock, the holders of Series B Preferred shall be entitled to be paid out of the assets of the Corporation an amount per share of Series B Preferred equal to the applicable Original Issue Price plus all accrued and unpaid dividends on the Series B Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) for each share of Series B Preferred held by them. If, upon any such liquidation, distribution or winding up, the assets of the Corporation shall be insufficient to make payment in full to all holders of Series B Preferred of the liquidation preference set forth in this Section 3(b)(iii), then such assets shall be distributed



among the holders of Series B Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(iv) After the payment of the full liquidation preference of the Series Preferred as set forth in Section 3 (a) and (b) above, the assets of the Corporation legally available for distribution, if any, shall be distributed as follows (as determined prior to the repayment of the TestaRossa Notes pursuant to Section 3(iv)(F) below):

(A) First, the holders of the Class A Common of the Corporation shall receive a proportional share of the Felix Value (as defined below) in accordance with the ratio which the number of shares of Class A Common ("Class A Shares") then held by each such holder bears to the total number of Class A Shares then outstanding until Swander Pace Capital Fund, L.P., SPC Executive Advisers Fund, LLC and SPC GP Fund LLC (collectively, "Swanderpace") have received, aggregate distributions equal to (i) \$4,000,000, plus (ii) an additional amount equal to a 40% per annum return on such \$4,000,000 compounded annually from February 11, 1998 until the date of such Liquidation Event;

(B) Second, the holders of Class A Shares other than Swanderpace shall receive a proportional share of the Felix Value in accordance with the ratio which the number of Class A Shares then held by each such holder (other than Swanderpace) bears to the total number of Class A Shares then held by all such holders (other than Swanderpace), until such holders as a group have received an aggregate of \$1,800,000 pursuant to this subparagraph (B);

(C) Third, and after the holders of Class A Common other than Swanderpace have received the payment described in subparagraph (B) above in full, the holders of the Class A Shares (other than Swanderpace and Stanley J. Wetch) shall receive a proportional share of the remaining Felix Value in accordance with the ratio which the number of Class A Shares then held by such other holder(s) bears to the total number of Class A Shares then outstanding, with any remainder of the Felix Value to Swanderpace in an amount equal to 45% of the remaining available assets and to Stanley J. Wetch in an amount equal to 55% of the remaining available assets;

(D) Fourth, to the holders of the Class A Common of the Corporation, pro-rata in an aggregate amount determined by taking the sum of (i) one half of the Note Value (as defined below) times 0.4 plus (ii) the TestaRossa Value (as defined below) times 0.4;

(E) Fifth, to Swanderpace in the amount of \$175,000.00;

(F) Sixth, to the holders of the those certain promissory notes issued by TestaRossa to Swanderpace pursuant to that certain Securities Purchase Agreement dated as of March 23, 1998 (the "TestaRossa Notes"), in an amount sufficient to repay all outstanding principal and any unpaid and accrued interest on the TestaRossa Notes (the aggregate of such amounts, if any, being the "Note Value"); *provided, however*, that this provision shall be inapplicable if it would result in the holder of the TestaRossa Notes receiving less than the full Note Value; and

(G) Seventh, to each of the holders of the Class B Common, a pro-rata portion of the TestaRossa Value not distributed pursuant to 3(iv)(D) through 3(iv)(F) above.

For the purposes of this Section III.3.(b)(iv): (i) the term "TestaRossa Value" shall mean the value determined by adding (A) the product obtained by multiplying (I) \$0.20 times (II) the number of shares of Class B Common held by Andrea Wenet as of the date of the Liquidation Event minus 21,250, plus (B) the product obtained by multiplying (I) the aggregate liquidation value of the Corporation including TestaRossa (as determined pursuant to Section III.D(6) after the payment of the full liquidation preference of the Series Preferred as set forth in Section 3(a) and (b) above times (II) a fraction, the numerator of which is the gross sales of TestaRossa alone for the previous 12 months and the denominator which is the combined gross sales for the Corporation and TestaRossa during such period; and (ii) the term "Felix Value" shall mean the value determined by subtracting the TestaRossa Value from the aggregate liquidation value of the Corporation including TestaRossa (as determined pursuant to Section III.D(6) after the payment of the full liquidation preference of the Series Preferred as set forth in Sections 3(a) and (b) above.

(v) After the payment of the full liquidation preference of the Class A Common and Class B Common as set forth in Section 3(iv) above, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed pro-rata among the holders of the Class C Common.

(vi) The "Junior Percentage" shall initially be equal to 25% based on the Initial Series D Issuance. The Junior Percentage shall be subject to adjustment upon any Additional Series D Issuance. In instances in which the Junior Percentage is subject to adjustment hereunder, the Junior Percentage shall equal (i) 250,000 divided by (ii) 1,000,000 plus the aggregate number of prior Additional Series D Issuances plus the then Additional Series D Issuance.

**4. Distributions Upon Liquidation of TestaRossa.** Upon any liquidation or winding up of TestaRossa alone (and not as part of a transaction or series of transactions intended to liquidate or wind up the Corporation's business), whether voluntary or involuntary, the available assets of TestaRossa shall be distributed (as determined prior to the repayment of the TestaRossa Notes pursuant to Section 4(c) below), in each case if and only to the extent assets are available, as follows:

(a) First, to the holders of the Class A Common of the Corporation, pro-rata in an aggregate amount determined by multiplying (i) the sum of the TestaRossa Value plus one half of the Note Value times (ii) 0.4;

(b) Second, to Swanderpace in the amount of \$175,000.00;

(c) Third, to the holders of TestaRossa Notes in an amount sufficient to repay the Note Value, if any; *provided, however*, that this provision shall be inapplicable if it would result in the holder of the TestaRossa Notes receiving less than the full Note Value;

(d) Fourth, to each holder of the Class B Common of the Corporation, a pro-rata portion of the TestaRossa Value not distributed pursuant to 4(a) through 4(c) above.

5. **Liquidation Events.** In addition to any event constituting liquidation or winding up in accordance with the California Corporations Code, the following events shall be considered a Liquidation Event under this Section III.D.:

(a) any consolidation or merger of the Corporation and/or TestaRossa, as the case may be, with or into any other corporation or other entity or person, or any other corporate reorganization, in which the shareholders of the Corporation and/or TestaRossa, as the case may be, immediately prior to such consolidation, merger or reorganization, own less than 50% of the Corporation's and/or TestaRossa's voting power, as applicable, immediately after such consolidation, merger or reorganization, or any transaction or series of related transactions to which the Corporation and/or TestaRossa, as the case may be, is a party in which in excess of 50% of the Corporation's and/or TestaRossa's voting power, as applicable, is transferred; and

(b) a sale, lease or other disposition of all or substantially all of the assets of the Corporation and/or TestaRossa.

6. **Consideration.** In any Liquidation Event described in this Section III.D. if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value as determined in good faith by the Board of Directors. Any securities shall be valued as follows:

(a) Securities not subject to investment letter or other similar restrictions on free marketability covered by (b) below:

(i) If traded on a securities exchange or through the Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the securities on such quotation system over the 30-day period ending three days prior to the closing;

(ii) If actively traded over-the-counter, the values shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the 30-day period ending three days prior to the closing; and

(iii) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors.

(b) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (a)(i), (ii) or (iii) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors.

E. Except as set forth in Section III. the rights, preferences and privileges of the Series A Preferred, Series B Preferred, Series C Preferred, Series D Preferred, the Class A Common, the Class B Common, and the Class C Common shall be the same.

## IV.

A. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law. Any repeal or modification of this Article shall only be prospective and shall not effect the rights under this Article in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

B. The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the Corporation and its shareholders.

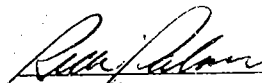
C. Any repeal or modification of this Article shall only be prospective and shall not affect the rights under this Article in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

Third: The foregoing Second Amended and Restated Articles of Incorporation have been duly approved by the Board of Directors of this Corporation.

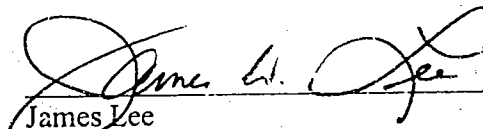
Fourth: The foregoing Second Amended and Restated Articles of Incorporation have been duly approved by the required vote of shareholders in accordance with the Articles of Incorporation of this Corporation and Section 903 of the California Corporations Code. The total number of outstanding shares of this Corporation entitled to vote with respect to the amendment and restatement herein set forth is two million three hundred and forty six thousand two hundred and twenty eight (2,346,228) shares of Series A Preferred, one hundred thirty-nine thousand eight hundred fifty-five (139,855) shares of Series B Preferred, one million three hundred thousand shares of Series C Preferred (1,300,000), eleven million three hundred thirty-nine thousand (11,339,000) shares of Class A Common, one hundred thirty-nine thousand six hundred sixty-five (139,665) shares of Class B Common and no shares of Class C Stock. The number of shares voting in favor of the amendment and restatement equaled the vote required. The percentage vote required was the majority of the issued and outstanding shares of the Series A Preferred, Series B Preferred and Series C Preferred, voting together as a class, and the majority of the issued and outstanding shares of Class A Common and Class B Common, voting together as a class.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: November 1, 2002



\_\_\_\_\_  
Rick Palmer  
President



\_\_\_\_\_  
James Lee  
Secretary

