

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Holocomm Systems, Inc.		11/16/1999	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Holocom Networks		
<b>Street Address:</b>	2131 Palomar Airport Road		
<b>Internal Address:</b>	Suite 150		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92009		
<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:	2869867	TOPRUNNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)261-1532		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.261.2232		
<b>Email:</b>	schronopoulos@pedersenhaupt.com		
<b>Correspondent Name:</b>	Stacy P. Chronopoulos		
<b>Address Line 1:</b>	161 N. Clark Street		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	200551052		
<b>NAME OF SUBMITTER:</b>	Stacy P. Chronopoulos		
<b>Signature:</b>	/Stacy P. Chronopoulos/		

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Date:

11/15/2005

**Total Attachments: 14**

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AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
HOLOCOMM SYSTEMS, INC.

FILED *NET*  
to the office of the Secretary of State  
of the State of California

NOV 17 1999

*Bill Jones*  
BILL JONES, Secretary of State

Renney E. Senn and Thomas Mitchell hereby certify that:

1. They are the President and Chief Executive Officer and Executive Vice President and Secretary, respectively, of HOLOCOMM SYSTEMS, INC., a California corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

**FIRST:** The name of this Corporation is: HolocomNetworks.

**SECOND:** 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.

**THIRD:** A. Authorized Shares. The Corporation shall be authorized to issue two classes of shares of stock to be designated, respectively, "Common Stock" and "Preferred Stock". The total number of shares of Common Stock that the Corporation shall have authority to issue is Ten Million (10,000,000) shares, without par value. The total number of shares of Preferred Stock that the Corporation shall have authority to issue is Two Million Five Hundred Thousand (2,500,000) shares, without par value.

B. Common Stock. The shares of Common Stock shall have all the rights ordinarily associated with common shares, subject to the specific rights of holders of any series of Preferred Stock including but not limited to the Series A Preferred Stock. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors. The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any shareholders 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.

C. Preferred Stock. The shares of Preferred Stock may be issued from time to time in one or more series. The Series A Convertible Preferred Stock shall have the designations and the powers, preferences and relative, participating, optional and other special rights, and qualifications, limitations or restrictions provided for in

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Section D of this paragraph THIRD. The Board of Directors of the Corporation is hereby vested with authority, without shareholder action, by resolution duly adopted by the Board of Directors (i) to fix the designations and the powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including, without limitation, the dividend rate, conversion or exchange rights, redemption price and liquidation preference, and rights with respect to the election of Directors, of any other series of shares of Preferred Stock, and the number of shares constituting any such series, and (ii) to increase or decrease the number of shares of any series of Preferred Stock (but not below the number of shares thereof then outstanding). In case the number of shares of any series of Preferred Stock shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the amendment originally fixing the number of shares of such series.

D. Series A Convertible Preferred Stock. The shares of this series of Preferred Stock shall be designated as the Series A Convertible Preferred Stock, without par value per share (herein the "Series A Preferred Stock"). The number of shares constituting the Series A Preferred Stock shall be One Million Five Hundred Thousand (1,500,000) shares. The rights, preferences, privileges and restrictions granted to and imposed on the Series A Preferred Stock are as set forth below.

1. Dividend Rights.

1.1 Dividend Accrual. The holder of record of each share of Series A Preferred Stock ("Series A Share") of the Corporation (a "Holder") as of the Record Date shall be entitled to be credited with a dividend (a "Dividend") on January 1 of each year (a "Dividend Accrual Date"), out of the funds of the Corporation legally available therefor, in cash equal to the "Dividend Rate" (as hereinafter defined) for each Annual Accrual Period that such Series A Share is outstanding. An "Annual Accrual Period" shall mean the twelve-month period ending on December 31 of each year. The first Dividend Accrual Date shall be the first Dividend Accrual Date following the date of issuance of the Series A Shares. The "Dividend Rate" shall mean eight percent (8%) of the Original Issuance Price (as defined below). Dividends shall accrue (whether or not paid) during each Annual Accrual Period from the Dividend Accrual Date on which such Annual Accrual Period commences to the last day of such Annual Accrual Period, or if Conversion occurs prior thereto, pro rata through the date of Conversion, provided that, for the first Annual Accrual Period, Dividends shall accrue pro rata commencing on the date of issuance of the Series A Shares. For any Annual Accrual Period with respect to which the Dividend is not fully paid in cash on the Dividend Accrual Date at the end of such Annual Accrual Period, such accrued but unpaid Dividends shall be added to the Liquidation Preference of the Series A Shares effective at the beginning of the Annual Accrual Period next succeeding the Annual Accrual Period as to which such Dividends were not paid. Any Dividend payment made on Series A Shares shall be credited against the earliest accrued but unpaid Dividend which has been added to the Liquidation Preference of the Series A Shares pursuant to this Section 1.1. For purposes hereof, "Original Issuance Price" shall mean the price per share at which the Series A Shares are first issued to any Holder.

1.2 Dividend Payments.

1.2.1 Subject to Section 1.2.3 below, payment of Series A Preferred Stock Dividends (as opposed to accrual of such Dividends) shall rest in the sole and absolute discretion of the Corporation's Board of Directors. To the extent permitted by applicable law, Series A Preferred Stock Dividends shall be declared, if at all, at least twenty (20) business days prior to the next Dividend Accrual Date for payment on the next Dividend Accrual Date to the Holders of record on the date determined in such declaration, which date shall in no event be more than fifteen (15) business days after the date of declaration (the "Record Date"). Dividends which have been declared shall be payable on each Dividend Accrual Date (or if any such day is not a business day, the next succeeding business day).

1.2.2 So long as any Series A Shares are outstanding and Dividends have accrued but remain unpaid, the Corporation shall not declare, pay or set aside for payment any dividend or other distribution in respect of its Junior Stock unless all Dividends accumulated and unpaid with respect to the Series A Shares are simultaneously declared and paid, or, for so long as any Series A Shares are outstanding, call for redemption, redeem, purchase or otherwise acquire for any consideration (other than shares of its Junior Stock) any Series A Shares or the Junior Stock, or any warrants, rights, calls or options exercisable for any shares of Junior Stock, except for the exercise by the Corporation of its right to repurchase Common Stock under the Corporation's 1998 Stock Incentive Plan (the "Stock Plan") and the exercise by optionees pursuant to options granted under the Stock Plan to surrender all or a portion of such options in exchange for cash and/or stock. "Junior Stock" means the Corporation's Common Stock (as hereinafter defined) and any series of preferred stock of the Corporation which ranks junior to the Series A Shares. "Common Stock" means the common stock of the Corporation, including without limitation the Common Stock, without par value, of the Corporation and common stock which may hereinafter be authorized and issued by the Corporation and any share of successor or replacement stock.

1.2.3 Upon the closing of a Qualified Offering which pursuant to clause (i) of the first sentence of Section 3.2 causes automatic conversion of the Series A Shares, the Corporation shall pay to each Holder of Series A Shares outstanding immediately prior to the closing of the Qualified Offering, all theretofore unpaid accrued or declared Dividends on the Series A Shares; provided, however, that any Dividends payable by reason of the occurrence of a Qualified Offering (a "QO Dividend") may be paid to each Holder of the Series A Shares entitled to receive such Dividends, at the election of the Holder, either by (x) a cash payment in the amount of all accrued or declared and unpaid Dividends on the Series A Shares held by such Holder immediately prior to the closing of the Qualified Offering, or (y) both (i) a certificate evidencing the number of shares of Common Stock as is determined by dividing the amount of all accrued or declared and unpaid Dividends on the Series A Shares held by such Holder immediately prior to the closing of the Qualified Offering by the price at which the shares of Common Stock of the Corporation were offered to the public (the "IPO Price") by the underwriters of the Qualified Offering (such quotient rounded down to the nearest whole number) and, (ii) in lieu of any fractional shares to which a Holder would otherwise be entitled, a check in an amount equal to

such fraction multiplied by the per share IPO Price. The QO Dividend shall be delivered, postage prepaid, to the address of each Holder (or, in the case of joint Holders, to the address of such joint Holders) of Series A Shares as shown on the books of the Corporation, or to such other address as such Holder specifies for such purpose by written notice to the Corporation and shall satisfy all obligations of the Corporation with respect to such Dividends.

2. Liquidation Preference. In the event of the liquidation, dissolution, or winding-up, whether voluntary or involuntary, of the Corporation ("Liquidation"), but not upon the conversion of Series A Shares, the Holders of Series A Shares shall be entitled to receive with respect to each Series A Share, after the satisfaction of all distributions to holders of other series of preferred stock, if any, which are required (at the direction of the holder thereof or otherwise) to be redeemed prior to or in connection with the consummation of such Liquidation or which are expressly senior in liquidation preference to the Series A Shares including without limitation any series of preferred stock which is mandatorily redeemable (collectively, the "Senior Payments") but before any distribution is made to or set aside for the holders of Common Stock or any other series of preferred stock of the Corporation, if any, which are not then required to be redeemed or which are junior in liquidation preference to the Series A Shares, cash or any other assets of the Corporation in an amount (or having a fair market value) equal to the Original Issuance Price (as adjusted for any stock dividends, combinations or splits with respect to such shares) ("Liquidation Preference") plus all accrued but unpaid Dividends which have been added to the Liquidation Preference of such shares pursuant to Section 3.1 up to the date of the final distribution in Liquidation. If, after the satisfaction of all Senior Payments, the assets of the Corporation available for distribution to the Holders of Series A Shares shall be insufficient to permit the payment in full of the amount due to the Holders of Series A Shares pursuant to this Section 2, the entire assets of the Corporation available for distribution to such Holders after the satisfaction of all Senior Payments shall be distributed ratably among the Holders of the Series A Shares and the holders of other series of preferred stock which are not junior in liquidation preferences to the Series A Shares, if any, in accordance with their respective liquidation preferences. The fair market value of any assets of the Corporation and the proportion of cash and other assets distributed by the Corporation to the Holders of the Series A Shares shall be reasonably determined in good faith by the Board of Directors. A merger or consolidation of the Corporation with another corporation (or other business entity) or a voluntary sale of all or substantially all of the assets of the Corporation principally in exchange for stock and/or securities of another corporation (all referred to as a "Merger") shall not be deemed a Liquidation if such Merger does not occur as part of a proceeding under Title 11 of the United States Code or any federal or state law for the protection of creditors or relief of debtors. Upon completion of the distribution required to be made upon liquidation to the Series A Shares, the Series A Shares shall be canceled and the Holders of the Series A Shares shall have no further rights deriving from the Series A Shares.

3. Conversion Rights. The Holders of the Series A Shares shall have conversion rights as follows (the "Conversion Rights"):

3.1 Right to Convert. Each Series A Share shall be convertible, at the option of the Holder, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issuance Price by the Conversion Price, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion (such amount is referred to as the "Conversion Price"). The initial Conversion Price per share for the Series A Shares shall be the Original Issuance Price; provided, however, that the Conversion Price shall be subject to adjustment as set forth in Section 3.4. Additionally, upon such conversion, each Holder shall also receive all theretofore unpaid accrued or declared Dividends on the Series A Shares; provided, however, that any Dividends payable by reason of such conversion may be paid to each Holder of the Series A Shares entitled to receive such Dividends, at the election of the Holder, either by (x) a cash payment in the amount of all accrued or declared and unpaid Dividends on the Series A Shares held by such Holder immediately prior to the close of business on the date of such conversion, or (y) both (i) a certificate evidencing the number of shares of Class A Common Stock as is determined by dividing (1) the amount of all accrued or declared and unpaid Dividends on the Series A Shares held by such Holder immediately prior to the close of business on the date of such conversion by (2) the purchase price per share paid by investors in the most recent financing transaction preceding such conversion, and, (ii) in lieu of any fractional shares to which a Holder would otherwise be entitled, a check in an amount equal to such fraction multiplied by such fair market value per share.

3.2 Automatic Conversion. Each Series A Share shall automatically be converted into shares of Common Stock at the Conversion Price at the time in effect immediately upon (i) the Corporation's sale of its Common Stock in a firm commitment underwritten public offering registered under the Securities Act of 1933, as amended, in connection with which the Corporation has a post-offering valuation of at least \$200 million (a "Qualified Offering"), (ii) the sale (other than in a Qualified Offering) of all or the outstanding capital stock of the Corporation or all or substantially all of the assets of the Corporation (including a *Margar*) in a transaction or series of related transactions in which the Corporation and/or the shareholders of the Corporation receive cash or other consideration having a fair market value of at least \$200 million in the aggregate (a "Qualified Sale") or, (iii) if not sooner converted upon the occurrence of a Qualified Offering or Qualified Sale, each Series A Share shall automatically be converted into shares of Common Stock at the Conversion Price at the time in effect immediately upon the date specified by written consent or agreement of the Holders of at least sixty percent (60%) of the then outstanding Series A Shares.

3.3 Mechanics of Conversion. Before any Holder of Series A Shares shall be entitled to convert the same into shares of Common Stock, the Holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Shares, and shall give written

notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such Holder of Series A Shares, or to the nominee or nominees of such Holder, a certificate or certificates for the number of shares of Common Stock to which such Holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Series A Shares to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, the conversion may, at the option of any Holder tendering Series A Shares for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Common Stock upon conversion of the Series A Shares shall not be deemed to have converted such Series A Shares until immediately prior to the closing of such sale of securities.

3.4 Conversion Price Adjustments for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price of the Series A Shares shall be subject to adjustment from time to time as follows:

3.4.1 Adjustment with respect to Additional Stock Issuances

3.4.1.1 If the Corporation shall issue any Additional Stock (as defined below) for no consideration or for a consideration per share less than the Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Conversion Price in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this Section 3.4.1) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (including shares of Common Stock deemed to be issued pursuant to Section 3.4.1.5.1 or 3.4.1.5.2) plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (including shares of Common Stock deemed to be issued pursuant to Section 3.4.1.5.1 or 3.4.1.5.2) plus the number of shares of such Additional Stock.

3.4.1.2 No adjustment of the Conversion Price for the Series A Shares shall be made in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three (3) years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in Sections 3.4.3 and 3.4.4, no adjustment of such Conversion Price



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pursuant to this Section 3.4.1 shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

3.4.1.3 In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

3.4.1.4 In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined in good faith by the Board of Directors; provided, however, that if, the consideration consists of securities traded in the over-the-counter market, the Nasdaq National Market or on a national or regional securities exchange, the fair market value of such securities as determined by the Board of Directors shall not exceed the aggregate fair market value of the shares of Common Stock being issued. Any securities shall be valued as follows:

3.4.1.4.1 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 exchange or system over the thirty (30) day period ending three (3) days prior to the closing;

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

3.4.1.4.3 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 of the Corporation.

3.4.1.5 In the case of the issuance (whether before, on or after the applicable Purchase Date (as defined below)) of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section 3.4.1 and Section 3.4.2:

3.4.1.5.1 The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 3.4.1.3 and 3.4.1.4), if any, received by the Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

3.4.1.5.2 The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been 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 Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued Dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) 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 Sections 3.4.1.3 and 3.4.1.4).

3.4.1.5.3 In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof (unless such options or rights or convertible or exchangeable securities were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock outstanding for purposes of Section 3.4.1.1), the Conversion Price of the Series A Shares, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

3.4.1.5.4 Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Series A Shares, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities (unless such options or rights were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock outstanding for purposes of Section 3.4.1.1), shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

3.4.1.5.5 The number of shares of Common Stock deemed Issued and the consideration deemed paid therefor pursuant to Sections 3.4.1.5.1 and 3.4.1.5.2 shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 3.4.1.5.3 or 3.4.1.5.4.

3.4.2 "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 3.4.1.5) by the Corporation after the date of the first issuance of Series A Preferred Stock (the "Purchase Date") other than:

3.4.2.1 Common Stock issued pursuant to a transaction described in Sections 3.4.3, 3.4.4 or 3.5 hereof;

3.4.2.2 Up to a maximum of 575,000 shares of Common Stock (or securities exercisable or convertible into Common Stock) issuable or issued to employees, consultants or directors of the Corporation after the Purchase Date directly or pursuant to the Stock Plan (but not including shares of Common Stock issuable upon conversion of the Series A Preferred Stock);

3.4.2.3 Securities issued pursuant to the conversion or exercise of convertible or exercisable securities outstanding or deemed outstanding on the Purchase Date (but not including shares of Common Stock issuable upon conversion of the Series A Preferred Stock); and

3.4.2.4 Not to exceed 50,000 shares of Common Stock issued or deemed to be issued to banks or similar sources of debt financing or to lessors of real or personal property.

3.4.3 In the event the Corporation should at any time or from time to time fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Series A Shares shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents.

3.4.4 If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock then, following the record date of such combination, the Conversion Price for the Series A Shares shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

3.5 Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision or combination provided for elsewhere in this Section 3) provision shall be made so that the Holders

of the Series A Shares shall thereafter be entitled to receive upon conversion of such Series A Shares the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 3 with respect to the rights of the Holders of the Series A Shares after the recapitalization to the end that the provisions of this Section 3 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Series A Shares) shall be applicable after that event as nearly equivalent as may be practicable.

3.6 No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 3 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 Series A Shares against impairment.

3.7 No Fractional Shares and Certificate as to Adjustments.

3.7.1 No fractional shares shall be issued upon the conversion of any Series A Share, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of Series A Shares the Holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

3.7.2 Upon the occurrence of each adjustment or readjustment of the Conversion Price of the Series A Shares pursuant to this Section 3, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each Holder of Series A Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based.

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

3.9 Notices. Any notice required by the provisions of this Section 3 to be given to the Holders of Series A Shares shall be deemed given if deposited in the United States first class mail, postage prepaid, and addressed to each Holder of record at such Holder's address appearing on the books of the Corporation.

3.10 Payment of Taxes. The Corporation will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of Series A Shares, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the Series A Shares so converted were registered.

4. Voting Rights.

4.1 Voting Generally. Subject to the provisions of Section 4.2 below, and to the rights of series of Preferred Stock that may from time to time come into existence, the Holders of outstanding Series A Shares shall have the right to vote, together with the holders of all the outstanding shares of Common Stock (and the holders of any other class of shares which by its terms votes together with the Common Stock) and not by classes, except as otherwise provided herein or as required by the California General Corporation Law, on all matters on which the holders of outstanding shares of Common Stock shall have the right to vote. Subject to the foregoing, for each one issued and outstanding Series A Share held of record by a Holder, such Holder shall have the right to vote the number of shares of Common Stock into which a Series A Share is then convertible. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which Series A Shares held by each Holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

4.2 Election of Directors. Effective upon the issuance of any Series A Share and thereafter as long as at least a majority of the Series A Shares originally issued remain outstanding, the Holders of the Series A Shares shall be entitled to elect two directors of the Corporation at each annual election of directors.

5. Protective Provision. So long as any of the Series A Shares shall be outstanding, without first obtaining the approval (by vote or written consent, as provided by law) of the Holders of at least two-thirds of the total number of outstanding Series A Shares, the Corporation shall not (a) alter or change the rights, preferences or privileges of the Series A Shares so as to materially adversely affect such shares, (b) create any class or series of capital stock which is senior to or pari passu with the Series A Preferred Stock, (c) issue any shares of capital stock which are senior to or pari passu with the Series A Preferred Stock, (d) declare, pay or set aside for payment any dividend or other distribution in respect of its Junior Stock, (e) engage in a sale of capital stock, sale of assets, Merger or any similar transaction in which control of the Corporation is transferred (other than a Qualified Offering or a Qualified Sale), (f) increase the authorized number of shares of the Series A Preferred Stock, or (g) increase the authorized number of directors of the Corporation.

6. Preemptive or Subscription Rights. The Holders of Series A Shares shall have the preemptive right, in the event of the issuance of any class or series of shares of capital stock of the Corporation, to purchase on a prorata basis the portion or percentage of the shares of capital stock being issued which is equal to the percentage ownership of the Holders of Series A Shares, on an as-converted basis, of the Common Stock held or which would be held by all shareholders of the Corporation on an as-converted basis.

7. Exclusion of Other Rights and Privileges. Except as may otherwise be required by law, the Series A Shares shall not have any preferences or relative, participating, optional or other special rights, other than those specifically set forth herein.

**FOURTH:** The liability of the directors and officers of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

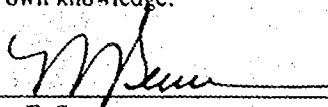
**FIFTH:** This Corporation is authorized to indemnify the directors and officers of this Corporation to the fullest extent permissible under California law and in excess of that otherwise permitted under Section 317 of the California Corporations Code. This Corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

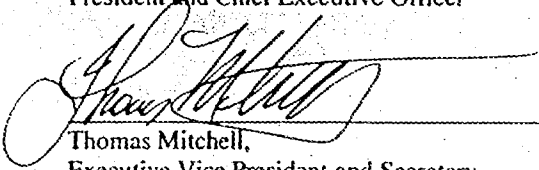
**SIXTH:** Any repeal or modification of the foregoing provisions of Articles Fourth and Fifth by the shareholders of this corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is One Million Two Hundred Seventy Four Thousand and Twenty Three (1,274,023). The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

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.

Date: 11/16/99

  
\_\_\_\_\_  
Renney E. Senn,  
President and Chief Executive Officer

  
\_\_\_\_\_  
Thomas Mitchell,  
Executive Vice President and Secretary

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FILED

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

JAN 24 2000

*Bill Jones*  
BILL JONES, Secretary of State

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
HOLOCOMNETWORKS,  
a California corporation

Renney Senn and Thomas Mitchell, hereby certify that:

1. They are the President and Chief Executive Officer and Secretary, respectively, of HolocomNetworks, a California corporation (the "Corporation").
2. The Articles of Incorporation shall be amended at Article One such that Article One now reads in full as follows:

"ARTICLE ONE: NAME

The name of the Corporation is: Holocom Networks."

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.
  4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is One Million Eight Hundred Sixty Thousand and Fifty Two (1,860,052) shares of Common Stock and Five Hundred Thirteen Thousand Seven Hundred and Sixteen (513,716) shares of Series A Preferred Stock. The percentage vote required was more than fifty percent (50%) of the Common Stock and two-thirds (2/3) of the Series A Preferred Stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required.
- The undersigned further declares 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 his own knowledge.

Date: 01/19/2000

By: *Renney Senn*  
Renney Senn, President and Chief Executive Officer

By: *Thomas Mitchell*  
Thomas Mitchell, Secretary

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TRADEMARK