

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/22/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JSI Store Fixtures, Inc.		09/22/2006	CORPORATION: MAINE

RECEIVING PARTY DATA

Name:	JSI Store Fixtures, Inc. f/k/a JSI Store Fixtures Acquisitions Corp.
Street Address:	140 Park Street
Internal Address:	P.O. Box 38
City:	Milo
State/Country:	MAINE
Postal Code:	04463
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2618975	BANANABED
Registration Number:	3069355	PRODUCEBUDDY

CORRESPONDENCE DATA

Fax Number: (207)941-9715
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 207-947-4501
 Email: apellegrini@rudman-winchell.com
 Correspondent Name: Anthony D. Pellegrini
 Address Line 1: 84 Harlow Street
 Address Line 2: P.O. Box 1401
 Address Line 4: Bangor, MAINE 04402-1401

ATTORNEY DOCKET NUMBER:	43051/051846
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OP \$65.00 2618975

NAME OF SUBMITTER:	Dennis M. Leary
Signature:	/ Dennis M. Leary /
Date:	09/25/2006

Total Attachments: 32

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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 CERTIFICATE OF MERGER, WHICH MERGES:

"JSI STORE FIXTURES INCORPORATED", A MAINE CORPORATION, WITH AND INTO "JSI STORE FIXTURES ACQUISITIONS CORP." UNDER THE NAME OF "JSI STORE FIXTURES INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF SEPTEMBER, A.D. 2006, AT 1:02 O'CLOCK P.M.

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



4212968 8100M

060876024

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5062422

DATE: 09-22-06

TRADEMARK
REEL: 003396 FRAME: 0582

**STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
JSI STORE FIXTURES INCORPORATED
(A Maine Corporation)**

INTO

**JSI STORE FIXTURES ACQUISITIONS CORP.
(A Delaware Corporation)**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of each constituent corporation is JSI Store Fixtures Acquisitions Corp., a Delaware corporation, and JSI Store Fixtures Incorporated, a Maine corporation.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252.

THIRD: The name of the surviving corporation is JSI Store Fixtures Acquisitions Corp., a Delaware corporation.

FOURTH: The Certificate of Incorporation of JSI Store Fixtures Acquisitions Corp. is to be amended and changed by reason of the merger herein certified by striking out Article First thereof, relating to the name of said surviving corporation, and by substituting in lieu thereof the following article:

“FIRST: The name of the corporation shall be: JSI Store Fixtures Incorporated.”

and said Certificate of Incorporation as so amended and changed shall continue to be the Certificate of Incorporation of said surviving corporation until further amended and changed in accordance with the provisions of the General Corporation Law of the State of Delaware.

FIFTH: The merger is to become effective upon filing.

SIXTH: The Agreement and Plan of Merger is on file at 140 Park Street, P.O. Box 38, Milo, ME 04463, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

EIGHTH: The authorized capital stock of JSI Store Fixtures Incorporated, a Maine corporation consists of 1,000 authorized shares of Common Stock without par value.

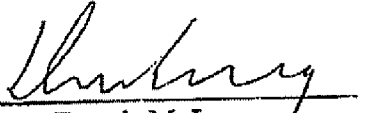
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REEL: 003396 FRAME: 0584

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, this 2nd day of September, 2006.

**JSI STORE FIXTURES
ACQUISITIONS CORP.**

By: 

Name: Dennis M. Leary
Title: President, Vice-President,
Secretary & Treasurer

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 "JSI STORE FIXTURES HOLDINGS CORP.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF SEPTEMBER, A.D. 2006, AT 1:04 O'CLOCK P.M.

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



4212974 8100

060876053

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5062417

DATE: 09-22-06

TRADEMARK
REEL: 003396 FRAME: 0586

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

JSI STORE FIXTURES HOLDINGS CORP.

JSI Store Fixtures Holdings Corp., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

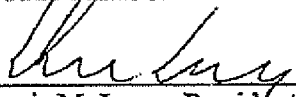
FIRST: The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on August 30, 2006, under the name "JSI Store Fixtures Holdings Corp."

SECOND: The Amended and Restated Certificate of Incorporation of the Corporation in the form attached hereto as Exhibit A has been duly adopted in accordance with the provisions of Sections 245 and 242 of the General Corporation Law of the State of Delaware by the directors and stockholders of the Corporation.

THIRD: The Amended and Restated Certificate of Incorporation so adopted reads in full as set forth in Exhibit A attached hereto and is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by the President this 2nd day of September, 2006.

JSI STORE FIXTURES HOLDINGS CORP.

By: 
Dennis M. Leary, President

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

JSI STORE FIXTURES HOLDINGS CORP.

ARTICLE I

The name of the Corporation is JSI Store Fixtures Holdings Corp.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

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.

ARTICLE IV

The total number of shares of capital stock which the Corporation shall have authority to issue is Thirty-Five Thousand (35,000), of which (i) Fifteen Thousand (15,000) shares shall be preferred stock, par value \$.01 per share (the "Preferred Stock"), and (ii) Twenty Thousand (20,000) shares shall be common stock, par value \$.01 per share (the "Common Stock").

The voting powers, designations, preferences, powers and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of each class of capital stock of the Corporation, shall be as provided in this Article IV.

A. SERIES A CONVERTIBLE PARTICIPATING PREFERRED STOCK

1. Designation. A total of Fifteen Thousand (15,000) shares of the Corporation's Preferred Stock shall be designated as a series known as Series A Convertible Participating Preferred Stock, par value \$.01 per share (the "Series A Preferred Stock").

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2. Voting. Each outstanding share of Series A Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which such share of Series A Preferred Stock is then convertible pursuant to Section A.6 hereof as of the record date for the vote or written consent of stockholders, if applicable. Each holder of outstanding shares of Series A Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the by-laws of the Corporation and shall vote with holders of the Common Stock, voting together as single class, upon all matters submitted to a vote of stockholders, excluding those matters required to be submitted to a class or series vote pursuant to the terms hereof (including, without limitation, Section A.8) or by law.

3. Dividends. The holders of shares of Series A Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available therefor, cumulative dividends in cash, shares of capital stock or other property of the Corporation at the rate of \$80 per share of Series A Preferred Stock per annum (as adjusted for subsequent stock dividends, stock splits, combinations, recapitalizations or the like with respect to such share) from the date of original issuance of such share (the "Closing Date"), which dividends shall accrue daily and be compounded annually, whether or not such dividends are declared by the Board of Directors. After all accrued dividends on the Series A Preferred Stock shall have been paid, then the Corporation may (when, as and if declared by the Board of Directors) declare and distribute dividends among the holders of Series A Preferred Stock and the holders of Common Stock pro rata based on the number of shares of Common Stock held by each, determined on an as-if-converted basis (assuming full conversion of all such Series A Preferred Stock) as of the record date with respect to the declaration of such dividends.

4. Liquidation; Merger, etc.

(a) Series A Liquidation Preference. Upon any liquidation, dissolution or winding up of the Corporation or any of its subsidiaries, whether voluntary or involuntary (a "Liquidation Event"):

(i) Preference Amount. Each holder of outstanding shares of Series A Preferred Stock shall be entitled to be paid in cash, before any amount shall be paid or distributed to the holders of the Common Stock or any other capital stock ranking on liquidation junior to the Series A Preferred Stock (the Common Stock and such other capital stock being referred to collectively as, "Junior Stock"), an amount per share of Series A Preferred Stock equal to (A) \$1,000 (the "Original Issue Price") plus (B) an amount equal to all accrued but unpaid dividends on such share of Series A Preferred Stock, (such amount to be adjusted appropriately for stock splits, stock dividends, combinations, recapitalizations and the like) (the "Series A Preference Amount"). If the amounts available for distribution by the Corporation to holders of Series A Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Series A Preference Amount due to such holders, such holders of Series A Preferred Stock shall share ratably in any distribution in connection with such Liquidation Event in proportion to the full respective preferential amounts to which they are entitled.

(ii) Remaining Assets. After the prior payment in full of the Series A Preference Amount in connection with a Liquidation Event, the remaining assets and

funds of the Corporation available for distribution to its stockholders, if any, shall be distributed among the holders of shares of Series A Preferred Stock and Junior Stock ratably in proportion to the number of shares of Common Stock held by them (with each holder of Series A Preferred Stock being treated for this purpose as holding the number of shares of Common Stock into which such holder could have converted such holder's shares of Series A Preferred Stock immediately prior to such Liquidation Event pursuant to section A.6(a) below).

(b) Alternative Liquidation Payment. Notwithstanding Section A.4(a), if, upon such Liquidation Event, the holders of outstanding shares of Series A Preferred Stock would receive more than the aggregate amount to be received under Section A.4(a) above in the event all of their shares of Series A Preferred Stock were converted into shares of Common Stock pursuant to the provisions of Section A.6(a) hereof immediately prior to such Liquidation Event and such shares of Common Stock received a liquidating distribution or distributions from the Corporation, then each holder of outstanding shares of Series A Preferred Stock in connection with such Liquidation Event shall be entitled to be paid in cash, in lieu of the payments described in Section A.4(a), an amount per share of Series A Preferred Stock equal to such amount as would have been payable in respect of each share of Common Stock (including any fraction thereof) issuable upon conversion of such share of Series A Preferred Stock had such share of Series A Preferred Stock been converted to Common Stock immediately prior to such Liquidation Event pursuant to the provisions of Section A.6 hereof.

(c) Amount Payable in Mergers, etc. Subject to Section A.7(e), the holders of not less than 51% of the voting power of the outstanding shares of Series A Preferred Stock (a "Majority Interest") may elect to have treated as if a Liquidation Event: (i) any merger or consolidation of the Corporation into or with another corporation (except one in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the capital stock of the surviving corporation), (ii) any sale of all or substantially all of the assets of the Corporation, or (iii) any other transaction pursuant to or as a result of which a single person (or group of affiliated persons) acquires or holds capital stock of the Corporation representing a majority of the Corporation's outstanding voting power (a "Change of Control Transaction"). If such election is made, all consideration payable to the stockholders of the Corporation in connection with any such merger, consolidation, or Change of Control Transaction, or all consideration payable to the Corporation and distributable to its stockholders, together with all other available assets of the Corporation (net of obligations owed by the Corporation that are senior to the Series A Preferred Stock), in connection with any such asset sale, shall be, as applicable, paid by the purchaser to the holders of, or distributed by the Corporation in redemption (out of funds legally available therefor) of, the Series A Preferred Stock and any Junior Stock in accordance with the preferences and priorities set forth in Section A.4(a) and Section A.4(b) above, with such preferences and priorities specifically intended to be applicable in any such merger, consolidation, asset sale, or Change of Control Transaction as if such transaction were a Liquidation Event. In furtherance of the foregoing, the Corporation shall take such actions as are necessary to give effect to the provisions of this Section A.4, including without limitation, (i) in the case of a merger, consolidation or Change of Control Transaction, causing the definitive agreement relating to such merger, consolidation or Change of Control Transaction to provide for a rate at which the shares of Series A Preferred Stock are converted into or exchanged for

cash, new securities or other property which gives effect to the preferences and priorities set forth in Section A.4(a) and Section A.4(b) above, or otherwise causing such shares to be redeemed, or (ii) in the case of an asset sale, redeeming the Series A Preferred Stock at the Series A Redemption Price. The Corporation shall promptly provide to the holders of shares of Series A Preferred Stock such information concerning the terms of such merger, consolidation, asset sale, or Change of Control Transaction and the value of the assets of the Corporation as may reasonably be requested by the holders of Series A Preferred Stock. The amount deemed distributed to the holders of Series A Preferred Stock upon any such transaction shall be the cash or the value of the property, rights or securities distributed to such holders by the Corporation or the acquiring person, firm or other entity, as applicable. Any election by a Majority Interest pursuant to this Section A.4(c) shall be made by written notice to the Corporation and the other holders of Series A Preferred Stock at least five (5) days prior to the closing of the relevant transaction. Upon the election of such Majority Interest hereunder, all holders of Series A Preferred Stock shall be deemed to have made such election and such election shall bind all holders of the Series A Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of shares of Series A Preferred Stock or a Majority Interest, as applicable, shall have the right to elect to give effect to the conversion rights contained in Section A.6(a) or the rights contained in Section A.7(e), if applicable, instead of giving effect to the provisions contained in this Section A.4(c) with respect to the shares of Series A Preferred Stock held by such holders.

(d) Valuation of Securities or Other Non-Cash Consideration. For purposes of valuing any securities or other noncash consideration to be delivered to the holders of the Series A Preferred Stock in connection with any transaction to which Section A.4(c) is applicable, the following shall apply:

(i) If any such securities are traded on a nationally recognized securities exchange or inter-dealer quotation system, the value shall be deemed to be the average of the closing prices of such securities on such exchange or system over the 30-day period ending three (3) business days prior to the closing;

(ii) If any such securities are traded over-the-counter, the value shall be deemed to be the average of the closing bid prices of such securities over the 30-day period ending three (3) business days prior to the closing; and

(iii) If there is no active public market for such securities or other noncash consideration, the value shall be the fair market value thereof, as mutually determined in good faith by the Corporation and the holders of not less than a Majority Interest, provided that if the Corporation and the holders of a Majority Interest are unable to reach agreement, then by independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

5. Redemption.

(a) Optional Redemption; Redemption Date. At any time on or after the seventh anniversary of the Closing Date and prior to a QPO (as defined in Section A.6(b)), the holder(s) of a Majority Interest may elect to have all (but not less than all) of the outstanding

shares of Series A Preferred Stock redeemed. In such event, the Corporation shall redeem all (but not less than all) of the outstanding shares of Series A Preferred Stock, out of funds legally available therefor, for an amount equal to the aggregate Series A Redemption Price specified in Section A.5(b). Any election by a Majority Interest pursuant to this Section A.5(a) shall be made by written notice to the Corporation and the other holders of Series A Preferred Stock at least fifteen (15) days prior to the elected redemption date (the "Series A Redemption Date"). Upon such election, all holders of Series A Preferred Stock shall be deemed to have elected to have their shares of Series A Preferred Stock redeemed pursuant to this Section A.5(a) and such election shall bind all holders of Series A Preferred Stock. Notwithstanding anything to the contrary contained herein, each holder of shares of Series A Preferred Stock shall have the right to elect to give effect to the conversion rights contained in Section A.6(a) instead of giving effect to the provisions contained in this Section A.5(a) with respect to the shares of Series A Preferred Stock held by such holder.

(b) Redemption Price. The price for each share of Series A Preferred Stock redeemed pursuant to this Section A.5 shall be an amount equal to the greater of (i) the Series A Preference Amount (such amount to be adjusted appropriately for stock splits, stock dividends, combinations, recapitalizations and the like) and (ii) the Fair Market Value of the Common Stock into which the Series A Preferred Stock is then convertible (the "Series A Redemption Price"). The aggregate Series A Redemption Price shall be payable in cash in immediately available funds to the respective holders of the Series A Preferred Stock on the Series A Redemption Date.

For purposes of this Section A.5(b), the "Fair Market Value" of any share of Common Stock of the Corporation shall be determined as follows: (i) within five (5) days after written notice from the holders of a Majority Interest of their election to redeem is delivered to the Corporation in accordance with Section A.5(a) hereof, each of the Corporation and such holders Majority Interest, as a group, shall submit their good faith estimate of such Fair Market Value; (ii) to the extent that the Fair Market Value estimates of the Corporation and such Majority Interest differ, the Corporation and such Majority Interest shall engage, for an additional 5-day period, in negotiations to reach agreement (if possible) on the Fair Market Value; and (iii) if the Corporation and such Majority Interest fail to reach agreement at the end of the foregoing 5-day period, the Fair Market Value shall be determined by appraisal as set forth below.

In the event Fair Market Value is to be determined by appraisal pursuant to the preceding paragraph, the Corporation and such Majority Interest shall initially negotiate in good faith to select a mutually agreeable appraiser to determine Fair Market Value with such determination to be binding on all concerned. If the Corporation and such Majority Interest shall fail to agree on the selection of such appraiser within five (5) days following the expiration of the 5-day period specified in the preceding paragraph, then the Corporation shall select one independent appraiser and such Majority Interest shall select another independent appraiser and such appraisers shall promptly designate a third independent appraiser which shall determine Fair Market Value. The Fair Market Value under such circumstances shall be the Fair Market Value arrived at by the third appraiser within twenty (20) days following its appointment. In the event that the two original appraisers cannot agree upon the final appraiser within ten (10) days following their selection by the Corporation and Majority Interest, then the final appraiser shall be appointed by the American Arbitration Association. The determination of Fair Market Value shall be

conclusive, final and binding on all parties hereto and shall be enforceable in any court having any jurisdiction over a proceeding brought to seek enforcement. All fees and expenses incurred in connection with an appraisal under this Section A.5(b) shall be borne by the Corporation. Fair Market Value shall be determined on the basis of the following assumptions: (i) on a "fully diluted" basis (such dilution to be determined in accordance with generally accepted accounting principles consistently applied) as if the Series A Preferred Stock was converted and the Common Stock acquired upon such conversion was sold as part of a sale of all of the capital stock of the Corporation; (ii) as though all outstanding securities which are then convertible into, exercisable for or exchangeable into shares of Common Stock of the Corporation (including, without limitation, vested options and warrants) had been converted into, exercised for or exchanged into Common Stock of the Corporation and any amounts payable upon such conversion, exercise or exchange paid to the Corporation, (iii) without any reduction in value for lack of control or the inherent lack of liquidity of non-public minority interests; (iv) giving full effect to the revenue and, if applicable, earnings history and prospects of the Corporation; and

(c) Insufficient Funds. If the funds of the Corporation legally available to redeem shares of Series A Preferred Stock on the Series A Redemption Date are insufficient to redeem the total number of such shares required to be redeemed on such date, the Corporation shall (i) take any action necessary or appropriate, to the extent reasonably within its control, to remove promptly any impediments to its ability to redeem the total number of shares of Series A Preferred Stock required to be so redeemed, including, without limitation, (A) to the extent permissible under applicable law, reducing the stated capital of the Corporation or causing a revaluation of the assets of the Corporation under Section 154 of the Delaware General Corporation Law to create sufficient surplus to make such redemption and (B) incurring any indebtedness necessary to make such redemption, and (ii) in any event, use any funds that are legally available to redeem the maximum possible number of such shares from the holders of such shares to be redeemed in proportion to the respective number of such shares that otherwise would have been redeemed if all such shares had been redeemed in full. At any time thereafter when additional funds of the Corporation are legally available to redeem such shares of Series A Preferred Stock, the Corporation shall immediately use such funds to redeem the balance of the shares that the Corporation became obligated to redeem on the Series A Redemption Date (but which it has not yet redeemed) at such Series A Redemption Price.

(d) Interest. If any shares of Series A Preferred Stock are not redeemed on the Series A Redemption Date for any reason, all such unredeemed shares shall remain outstanding and entitled to all the rights and preferences provided herein, and the Corporation shall pay interest on the Series A Redemption Price applicable to such unredeemed shares at an aggregate per annum rate equal to twelve percent (12%) (increased by 1% at the end of each three (3) month period thereafter until the Series A Redemption Price, and any interest thereon, is paid in full), with such interest to accrue daily in arrears and to be compounded annually; provided, however, that in no event shall such interest exceed the maximum permitted rate of interest under applicable law (the "Maximum Permitted Rate"). In the event that fulfillment of any provision hereof results in such rate of interest being in excess of the Maximum Permitted Rate, the amount of interest required to be paid hereunder shall automatically be reduced to eliminate such excess; provided, however, that any subsequent increase in the Maximum Permitted Rate shall be retroactively effective to the applicable Series A Redemption Date to the extent permitted by law.

(e) Dividends After Redemption Date. In the event that shares of Series A Preferred Stock required to be redeemed are not redeemed and continue to be outstanding, such shares shall continue to be entitled to dividends thereon as provided in Section A.3.

(f) Surrender of Certificates. Each holder of shares of Series A Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or, in the event the certificate or certificates are lost, stolen or missing, shall deliver an affidavit of loss, at the principal executive office of the Corporation or such other place as the Corporation may from time to time designate by notice to the holders of Series A Preferred Stock, and each surrendered certificate shall be canceled and retired and the Corporation shall thereafter make payment of the applicable Series A Redemption Price by certified check or wire transfer; provided, however, that if the Corporation has insufficient funds legally available to redeem all shares of Series A Preferred Stock required to be redeemed, each such holder shall, in addition to receiving the payment of the portion of the aggregate Series A Redemption Price that the Corporation is not legally prohibited from paying to such holder by certified check or wire transfer, receive a new stock certificate for those shares of Series A Preferred Stock not so redeemed.

6. Conversion. Shares of Series A Preferred Stock shall be converted into Common Stock in accordance with the following:

(a) Voluntary Conversion. The holders of shares of Series A Preferred Stock may convert such shares into Common Stock at any time after the date of issuance of such shares of Series A Preferred Stock as follows:

(i) Upon the written election of the holder thereof and without payment of any additional consideration, each outstanding share of Series A Preferred Stock held by such holder shall be converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (A) the Series A Preference Amount, by (B) the Conversion Price at the time in effect for such Series A Preferred Stock (such quotient, the "Conversion Rate"). The initial "Conversion Price" per share for shares of Series A Preferred Stock shall be the Original Issue Price, subject to adjustment as set forth in Section A.7. Any election by a holder of Series A Preferred Stock pursuant to this Section A.6(a)(i) shall be made by written notice to the Corporation, and such notice may be given at any time and from time to time after the Closing Date and through and including the day which is five (5) days prior to the Series A Redemption Date or the closing of any transaction contemplated by Section A.4(c).

(ii) Upon the written election of a Majority Interest and without the payment of any additional consideration, all (but not less than all) of the outstanding shares of Series A Preferred Stock shall be converted into fully paid and nonassessable shares of Common Stock at the Conversion Rate. Any election by a Majority Interest pursuant to this Section A.6(a)(ii) shall be made by written notice to the Corporation and the other holders of Series A Preferred Stock, and such notice may be given at any time after the Closing Date through and including the date which is five (5) days prior to the closing of any transaction contemplated by Section A.4(c). Upon such election, all

holders of the Series A Preferred Stock shall be deemed to have elected to voluntarily convert all outstanding shares of Series A Preferred Stock into shares of Common Stock pursuant to this Section A.6(a)(ii) and such election shall bind all holders of Series A Preferred Stock.

(b) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted, without the payment of any additional consideration, into fully paid and nonassessable shares of Common Stock at the Conversion Rate as of, and in all cases subject to, the closing of the Corporation's first underwritten public offering on a firm commitment basis by a nationally or regionally recognized investment banking organization or organizations pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of Common Stock (i) with respect to which the Corporation receives aggregate net proceeds attributable to sales for the account of the Corporation (after deduction of underwriting discounts and commissions) of not less than \$100 million, and (ii) with respect to which such Common Stock is listed for trading on either the New York Stock Exchange or the NASDAQ National Market or the American Stock Exchange (a "QPO"). If a closing of a QPO occurs, all outstanding shares of Series A Preferred Stock shall be deemed to have been converted into shares of Common Stock immediately prior to such closing.

(c) Procedure for Conversion.

(i) Voluntary Conversion. Upon election to convert pursuant to Section A.6(a)(i) or (ii), the relevant holder or holders of Series A Preferred Stock shall surrender the certificate or certificates representing the Series A Preferred Stock being converted to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or shall deliver an affidavit of loss to the Corporation, at its principal executive office or such other place as the Corporation may from time to time designate by notice to the holders of the Series A Preferred Stock. Upon surrender of such certificate(s) or delivery of an affidavit of loss, the Corporation shall issue and send by hand delivery, by courier or by first class mail (postage prepaid) to the holder thereof or to such holder's designee, at the address designated by such holder, certificates for the number of shares of Common Stock to which such holder shall be entitled upon conversion. The issuance of certificates for Common Stock upon conversion of Series A Preferred Stock shall be deemed effective as of the date of surrender of such Series A Preferred Stock certificates or delivery of such affidavit of loss and will be made without charge to the holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issuance of such stock.

(ii) Automatic Conversion. As of the closing of a QPO (the "Automatic Conversion Date"), all outstanding shares of Series A Preferred Stock shall be converted into shares of Common Stock without any further action by the holders of such shares and whether or not the certificates representing such shares of Series A Preferred Stock are surrendered to the Corporation. On the Automatic Conversion Date, all rights with respect to the Series A Preferred Stock so converted shall terminate, except any of the rights of the holders thereof upon surrender of their certificate or certificates

therefor or delivery of an affidavit of loss thereof to receive certificates for the number of shares of Common Stock into which such shares of Series A Preferred Stock have been converted. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. Upon surrender of such certificates or affidavit of loss, the Corporation shall issue and deliver to such holder, promptly (and in any event in such time as is sufficient to enable such holder to participate in such QPO) at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of the Series A Preferred Stock surrendered are convertible on the Automatic Conversion Date.

(d) 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 Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock; 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 outstanding shares of Series A Preferred Stock, the Corporation will take such corporate action as may be necessary to increase the number of its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, and to reserve the appropriate number of shares of Common Stock for issuance upon such conversion.

(e) No Closing of Transfer Books. The Corporation shall not close its books against the transfer of shares of Series A Preferred Stock in any manner that would interfere with the timely conversion of any shares of Series A Preferred Stock.

7. Adjustments.

(a) Adjustments to the Conversion Price. Except as provided in Section A.7(b) and except in the case of an event described in Section A.7(c), if and whenever after the Closing Date the Corporation shall issue or sell, or is, in accordance with this Section A.7(a), deemed to have issued or sold, any shares of Common Stock for a consideration per share less than the Conversion Price in effect immediately prior to such issuance or sale, then, upon such issuance or sale (or deemed issuance or sale), the Conversion Price shall be reduced to the price determined by dividing (i) the sum of (A) the Common Stock Deemed Outstanding (as defined below) immediately prior to such issuance or sale (or deemed issuance or sale) multiplied by the Conversion Price then in effect and (B) the consideration, if any, received by the Corporation upon such issuance or sale (or deemed issuance or sale) by (ii) the Common Stock Deemed Outstanding immediately after such issuance or sale (or deemed issuance or sale).

For purposes of this Section A.7(a), the following shall also be applicable:

(i) Issuance of Rights or Options. If the Corporation shall, at any time after the Closing Date, in any manner grant (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or any stock or security convertible into or

exchangeable for Common Stock (such warrants, rights or options being called "Options" and such convertible or exchangeable stock or securities being called "Convertible Securities"), in each case for consideration per share (determined as provided in this paragraph and in Section A.7(a)(vi)) less than the Conversion Price then in effect, whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options, or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon exercise of such Options, shall be deemed to have been issued as of the date of granting of such Options, at a price per share equal to the amount determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issuance or sale of such Convertible Securities and upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock deemed to have been so issued. Except as otherwise provided in Section A.7(a)(iii), no adjustment of the Conversion Price shall be made upon the actual issuance of such Common Stock or of such Convertible Securities upon exercise of such Options or upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Corporation shall, at any time after the Closing Date, in any manner issue or sell any Convertible Securities for consideration per share (determined as provided in this paragraph and in Section A.7(a)(vi)) less than the Conversion Price then in effect, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued as of the date of the issuance or sale of such Convertible Securities, at a price per share equal to the amount determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the issuance or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock deemed to have been so issued; provided, that (1) except as otherwise provided in Section A.7(a)(iii), no adjustment of the Conversion Price shall be made upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities and (2) if any such issuance or sale of such Convertible Securities is made upon exercise of any Options to purchase any such Convertible Securities, no further adjustment of the Conversion Price shall be made by reason of such issuance or sale.

(iii) Change in Option Price or Conversion Rate. If there shall occur a change in (A) the maximum number of shares of Common Stock issuable in connection with any Option referred to in Section A.7(a)(i) or any Convertible Securities referred to in Section A.7(a)(i) or (ii), (B) the purchase price provided for in any Option referred to in Section A.7(a)(i), (C) the additional consideration, if any, payable upon the conversion

or exchange of any Convertible Securities referred to in Section A.7(a)(i) or (ii) or (D) the rate at which Convertible Securities referred to in Section A.7(a)(i) or (ii) are convertible into or exchangeable for Common Stock (in each case, other than in connection with an event described in Section A.7(b)), then the Conversion Price in effect at the time of such event shall be readjusted to the Conversion Price that would have been in effect at such time had such Options or Convertible Securities that are still outstanding provided for such changed maximum number of shares, purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the Conversion Price then in effect is thereby reduced; and on the termination of any such Option or any such right to convert or exchange such Convertible Securities, the Conversion Price then in effect hereunder shall be increased to the Conversion Price that would have been in effect at the time of such termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such termination (i.e., to the extent that fewer than the number of shares of Common Stock deemed to have been issued in connection with such Option or Convertible Securities were actually issued), never been issued or been issued at such higher price, as the case may be.

(iv) Stock Dividends. If the Corporation, at any time or from time to time after the Closing Date, shall declare or make, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or make any other distribution upon any stock of the Corporation payable in Common Stock, Options or Convertible Securities, any Common Stock, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold without consideration, and the Conversion Price will be adjusted pursuant to this Section A.7(a); provided, that no adjustment shall be made to the Conversion Price as a result of such dividend or distribution if the holders of the shares of Series A Preferred Stock are entitled to, and do, receive such dividend or distribution in accordance with Section A.3; and, provided, further, that if any adjustment is made to the Conversion Price as a result of the declaration of a dividend and such dividend is not effected, the Conversion Price shall be appropriately readjusted to the Conversion Price in effect had such dividend not been declared.

(v) Other Dividends and Distributions. If the Corporation, at any time or from time to time after the Closing Date, shall declare or make, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities or other property of the Corporation other than shares of Common Stock, then and in each such event provision shall be made so that the holders of the outstanding shares of Series A Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of such other securities of the Corporation or the value of such other property that they would have received had the Series A Preferred Stock been converted into Common Stock on the date of such event and had such holders thereafter, during the period from the date of such event to and including the conversion date, retained such securities or other property receivable by them during such period giving application to all adjustments called for during such period under Section A.7 with respect to the rights of the holders of the outstanding shares of Series A Preferred Stock; and, provided, further,

however, that no such adjustment shall be made if the holders of Series A Preferred Stock simultaneously receive a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

(vi) Consideration for Stock. If the Corporation, at any time or from time to time after the Closing Date, shall issue or sell, or is deemed to have issued or sold, any shares of Common Stock for cash, the consideration received therefor shall be deemed to be the amount received or to be received by the Corporation therefor (determined with respect to deemed issuances and sales in connection with Options and Convertible Securities in accordance with clause (A) of Section A.7(a)(i) or Section A.7(a)(ii), as appropriate) as determined in good faith by the Board of Directors of the Corporation and a Majority Interest. In case any shares of Common Stock shall be issued or sold, or deemed issued or sold, for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration received or to be received by the Corporation (determined with respect to deemed issuances and sales in connection with Options and Convertible Securities in accordance with clause (A) of Section A.7(a)(i) or Section A.7(a)(ii), as appropriate) as determined in good faith by the Board of Directors of the Corporation and a Majority Interest. In case any Options shall be issued in connection with the issuance and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation and a Majority Interest. Anything herein to the contrary notwithstanding, if in any case described in this Section A.7(a)(vi) the Corporation and a Majority Interest are unable to reach agreement as to the value of such consideration, then the value thereof will be determined by an independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

(vii) Record Date. In case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (B) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(viii) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation; provided, that the disposition of any such shares shall be considered an issuance or sale of Common Stock for the purpose of this Section A.7.

(ix) Other Issuances or Sales. In calculating any adjustment to the Conversion Price pursuant to this Section A.7(a): (A) any shares of Common Stock,

Options or Convertible Securities issued or sold (or deemed issued or sold pursuant to Section A.7(a)(i) or Section A.7(a)(ii) above) after the Closing Date and prior to the effective date of such adjustment, the issuance or sale (or deemed issuance or sale) of which did not result in any adjustment to the Conversion Price under this Section A.7(a), shall be deemed to have been issued or sold as part of the issuance or sale (or deemed issuance or sale) giving rise to such adjustment for the same consideration per share as the Corporation received in the issuance or sale (or deemed issuance or sale) giving rise to such adjustment, and (B) any Options or Convertible Securities that provide, as of the effective date of such adjustment, for the issuance upon exercise or conversion thereof of an indeterminable number of shares of Common Stock shall (together with the shares of Common Stock issuable upon exercise or conversion thereof) be disregarded; provided, that at such time as the number of shares of Common Stock issuable upon exercise or conversion of such Options or Convertible Securities becomes determinable, the Conversion Price shall be adjusted as provided in Section A.7(a)(iii) above.

(x) Common Stock Deemed Outstanding. For purposes of this Section A.7, the term "Common Stock Deemed Outstanding" shall mean, at any time, the sum of (A) the number of shares of Common Stock outstanding as of the Closing Date (including for this purpose all shares of Common Stock issuable upon exercise or conversion of any Options or Convertible Securities outstanding as of the Closing Date), plus (B) the number of shares of Common Stock issued or sold (or deemed issued or sold) after the Closing Date, the issuance or sale of which resulted in an adjustment to the Conversion Price pursuant to Section A.7(a), plus (C) the number of shares of Common Stock deemed issued or sold pursuant to Section A.7(a)(ix)(A) above; provided, that Common Stock Deemed Outstanding shall not include the Series A Preferred Stock or any shares of Common Stock issuable upon exercise of the Series A Preferred Stock.

(b) Certain Issues of Common Stock Excepted. Anything herein to the contrary notwithstanding, the Corporation shall not be required to make any adjustment of the Conversion Price in the case of the issuance from and after the Closing Date of (i) shares of Common Stock upon conversion of shares of Series A Preferred Stock and (ii) up to 1,128 shares of Common Stock or Options therefor to directors, officers, employees or consultants of the Corporation in connection with their service as directors of the Corporation, their employment by the Corporation or their retention as consultants by the Corporation, in each case authorized by the Board of Directors and issued pursuant to the Corporation's 2006 Stock Option and Grant Plan.

(c) Subdivision or Combination of Common Stock. In case the Corporation shall at any time after the Closing Date subdivide its outstanding shares of Common Stock into a greater number of shares (by any stock split, stock dividend or otherwise), the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and, conversely, in case the Corporation shall at any time after the Closing Date combine its outstanding shares of Common Stock into a smaller number of shares (by any reverse stock split or otherwise), the Conversion Price in effect immediately prior to such combination shall be proportionately increased. In the case of any such subdivision, no further adjustment shall be made pursuant to Section A.7(a)(iv) by reason thereof.

(d) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of a share or shares of Series A Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon the conversion of such share or shares of Series A Preferred Stock, as the case may be, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such conversion had such reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

(e) Mergers, Asset Sales and Change of Control Transactions. Upon the election of a Majority Interest made in connection with any merger or consolidation of the Corporation with or into another corporation, or any sale of all or substantially all of the assets of the Corporation to another corporation, each share of Series A Preferred Stock shall remain outstanding and shall thereafter be convertible (or shall be converted into a security which shall be convertible) into the kind and amount of securities or other property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such share of Series A Preferred Stock would have been entitled upon such merger, consolidation, or asset sale; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in Section A.7 set forth with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in Section A.7 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as possible, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock. Any election by a Majority Interest pursuant to this Section A.7(e) shall be made by written notice to the Corporation and at least five (5) days prior to the closing of the relevant transaction. Upon the election of such Majority Interest hereunder, all holders of Series A Preferred Stock shall be deemed to have elected to so participate in such merger, consolidation, or asset sale as provided in this Section A.7(e) and such election shall bind all holders of the Series A Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of shares of Series A Preferred Stock or a Majority Interest shall have the right to elect to give effect to the conversion rights contained in Section A.6 or the rights contained in Section A.4(c), if applicable, instead of giving effect to the provisions contained in this Section A.7(e) with respect to the shares of Series A Preferred Stock held by such holders.

8. Covenants. The Corporation shall not, without first having provided written notice of such proposed action to each holder of outstanding shares of Series A Preferred Stock and having obtained the affirmative vote or written consent of a Majority Interest:

(a) declare or pay any dividends other than dividends on the Series A Preferred Stock as provided in Section A.3 or make any distributions of cash, property or securities of the Corporation in respect of its capital stock, or apply any of its assets to the redemption, retirement, purchase or other acquisition of its capital stock, directly or indirectly, through subsidiaries or otherwise, except for (i) the redemption of Series A Preferred Stock pursuant to and as provided in this Amended and Restated Certificate of Incorporation or (ii) dividends or distributions payable solely in shares of Common Stock;

(b) reclassify any capital stock in a manner that adversely affects the designations, preferences, powers and/or the relative, participating, optional or other special rights, or the restrictions provided for the benefit of, the Series A Preferred Stock;

(c) authorize or issue, or obligate itself to issue, any convertible debt or other debt with any equity participation, any securities convertible into or exercisable or exchangeable for any equity securities, or any other equity security, in any case ranking senior to or on parity with the Series A Preferred Stock as to liquidation, sale or merger preferences, redemption, or dividend rights, or with any special voting rights, or permit any subsidiary of the Corporation to issue any capital stock, or securities convertible into or exercisable or exchangeable for capital stock or other securities of such Subsidiary, to any person or entity other than the Corporation;

(d) amend, alter or repeal (whether by merger, consolidation, operation of law, or otherwise) any provision of, or add any provision to, this Amended and Restated Certificate of Incorporation (including, without limitation, increasing the total number of shares of Preferred Stock that the Corporation shall have the authority to issue) or the bylaws of the Corporation as in effect on the Closing Date;

(e) effect any Liquidation Event, or any other event described in Section A.4(c) hereof;

(f) merge or consolidate with or into another person or entity or sell, transfer or license (in one transaction or a series of transactions) any assets of the Corporation or any subsidiary to any person or entity other than the Corporation or a wholly-owned subsidiary of the Corporation, other than in the ordinary course of business or enter into a transaction or a series of transactions in which control of the Corporation is transferred (by a sale of securities of the Corporation or otherwise);

(g) enter into any agreement, understanding or commitment involving expenditures in excess of \$500,000;

(h) acquire another person or entity or the assets thereof by merger, purchase of all or substantially all of the assets, securities purchase, other reorganization or otherwise, or form or create another person or entity or make any investment in or capital contribution to another person or entity;

(i) change the name, legal form or location of principal office of the Corporation;

(j) borrow money for any one transaction (or series of related transactions) in amounts in excess of \$250,000;

(k) mortgage the assets of the Corporation or subject the assets of the Corporation to one or more liens aggregating in excess of \$250,000;

(l) guarantee the obligation of any other person or entity;

(m) license or otherwise authorize any person to use any patents, inventions, technology, trade secrets, know-how or other intellectual property belonging to the Corporation and central to the business of the Corporation;

(n) employ any individual, as a consultant or otherwise, who is related to any stockholder or any affiliate of the Corporation or its subsidiaries, except upon fair and reasonable terms no less favorable to the Corporation than the Corporation would obtain in a comparable arm's length transaction with a non-affiliated person;

(o) issue any additional shares of capital stock, other than shares of Common Stock issued upon conversion of the Series A Preferred Stock or as otherwise contemplated herein;

(p) purchase, redeem, retire or otherwise acquire, or set aside any assets or deposit any funds for the purchase, redemption, retirement or other acquisition of, any shares of capital stock or any securities convertible into, or exchangeable for, shares of capital stock (other than pursuant to the terms hereof and the Stockholders' Agreement dated the Closing Date by and among the Corporation and the Stockholders named therein;

(q) change the number of members of the Corporation's Board of Directors;

(r) create any committee of the Corporation's Board of Directors;

(s) make, or permit any subsidiary, if any, to make, any material change in the nature of its business as of the date hereof;

(t) permit any subsidiary of the Corporation to issue any capital stock, other than to the Corporation;

(u) adopt any new or amend any existing stock plan, employee stock ownership plan or phantom stock or similar plan to increase or decrease the aggregate number of shares reserved under such plans;

(v) take any action by written consent of stockholders without giving all of the holders of Series A Preferred Stock at least 48 hours prior written notice;

(w) take any other action not described in Section A.8(a)-(v) if such action could adversely alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series A Preferred Stock; or

(x) enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of the holders of Series A Preferred Stock.

Further, the Corporation shall not, by amendment, alteration or repeal of this Amended and Restated Certificate of Incorporation (whether by merger, consolidation, operation of law, or otherwise) or through any Liquidation Event, any event described in Section A.4(c) hereof, or any other reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, agreement 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 and shall at all times in good faith assist in the carrying out of all the provisions of this Article IV and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Series A Preferred Stock against impairment. Any successor to the Corporation shall agree in writing, as a condition to such succession, to carry out and observe the obligations of the Corporation hereunder with respect to the Series A Preferred Stock.

9. Notice; Adjustments; Waivers.

(a) Liquidation Events, Etc. In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event, event deemed a Liquidation Event pursuant to Section A.4(c) hereof, QPO or any other public offering becomes reasonably likely to occur, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Series A Preferred Stock at least thirty (30) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event, event deemed a Liquidation Event pursuant to Section A.4(c) hereof, QPO or other public offering is expected to become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event. Such notice shall be accompanied by a certificate prepared by the chief financial officer of the Corporation describing in detail (1) the facts of such transaction, (2) the amount(s) per share of Series A Preferred Stock or Common Stock each holder of Series A Preferred Stock would receive pursuant to the applicable provisions of this Amended and Restated Certificate of Incorporation, and (3) the facts upon which such amounts were determined.

(b) Adjustments; Calculations. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to Section A.7, 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 Preferred Stock a certificate setting forth in detail (i) such adjustment or readjustment, (ii) the Conversion Price before and after such adjustment or readjustment, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such holder's shares of

Series A Preferred Stock. All such calculations shall be made to the nearest cent or to the nearest one hundredth (1/100) of a share as the case may be.

(c) Waiver of Notice. The holders of a Majority Interest may, at any time upon written notice to the Corporation, waive any notice or certificate delivery provisions specified herein for the benefit of such holders, and any such waiver shall be binding upon all holders of such securities.

(d) Other Waivers. The holders of a Majority Interest may, at any time upon written notice to the Corporation, waive compliance by the Corporation with any term or provision herein, provided that any such waiver does not affect any holder of outstanding shares of Series A Preferred Stock in a manner materially different than any other holder, and any such waiver shall be binding upon all holders of Series A Preferred Stock and their respective transferees.

10. No Reissuance of Series A Preferred Stock. No share or shares of Series A Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

11. Contractual Rights of Holders. The various provisions set forth herein for the benefit of the holders of the Series A Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, one or more actions for specific performance.

B. COMMON STOCK

1. Voting.

(a) Election of Directors. The holders of Common Stock voting together with the holders of outstanding Series A Preferred Stock as a single class shall be entitled to elect all of the Directors of the Corporation. Such Director(s) shall be elected by a plurality vote, with the elected candidates being the candidates receiving the greatest number of affirmative votes (with each holder entitled to cast one vote for or against each candidate with respect to each share held by such holder), with votes cast against such candidates and votes withheld having no legal effect. The election of such Directors shall occur at the annual meeting of holders of capital stock or at any special meeting called and held in accordance with the by-laws of the Corporation, or by consent in lieu thereof in accordance with this Amended Restated Certificate of Incorporation and applicable law.

(b) Voting Generally. Except as otherwise expressly provided herein or required by law, each holder of outstanding shares of Common Stock shall be entitled to one (1) vote in respect of each share of Common Stock held thereby of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of stockholders of the Corporation. Notwithstanding the provisions of Section 242(b)(2) of the Delaware General Corporation Law, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote

of a majority of the outstanding shares of Common Stock and Series A Preferred Stock voting together as a single class.

2. Dividends. Subject to the payment in full of all preferential dividends to which the holders of the Series A Preferred Stock are entitled hereunder, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion, with holders of Series A Preferred Stock and Common Stock sharing pari passu in such dividends, as contemplated by Section A.3.

3. Liquidation. Upon any Liquidation Event, after the payment or provision for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of Series A Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution, as contemplated by Section A.4.

ARTICLE V

In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of Directors need not be by written ballot unless the by-laws of the Corporation so provide.

2. Except as provided in Section A.8(d), the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation to the extent specified therein.

ARTICLE VI

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide.

ARTICLE VII

To the extent permitted by law, the books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated in the by-laws of the Corporation or from time to time by its Board of Directors.

ARTICLE VIII

1. No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be personally liable to the Corporation,

to the extent provided by applicable law: (i) for breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) pursuant to Section 174 of the Delaware General Corporation Law; or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article VIII shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

2. Any repeal or modification of the foregoing provision shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

3. Each person who was or is made a party or is threatened to be made a party or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. The right to indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such Proceeding in advance of its final disposition; provided, however, that, if the Delaware General Corporation Law so requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this paragraph or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

4. If a claim under paragraph 2 of this Article VIII is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be

paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

5. The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition conferred in this Article VIII shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

6. The Corporation shall maintain insurance, at its expense, to protect itself and each person serving as a director or officer of the Corporation or, at the request of the Corporation, of another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

ARTICLE IX

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

STATE OF MAINE
ARTICLES/CERTIFICATE OF MERGER
OR
SHARE EXCHANGE

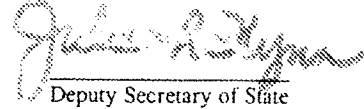
Pursuant to 13-C MRSA §§1106 and 1107, 31 MRSA §417 and/or 31 MRSA §741-A the undersigned survivor of the merger or the acquiring corporation in a share exchange executes and delivers the following Articles/Certificate of Merger or Share Exchange:

File No. 20070232 F
File No. 19920688 D
Fee Paid \$ 100
DCN 2062651600021 MGSB
---FILED---EFFECTIVE---
09/22/2006 09/22/2006



Deputy Secretary of State

A True Copy When Attested By Signature



Deputy Secretary of State

FIRST: The names, type of entity, jurisdiction of the parties involved in the merger or share exchange and the date on which the merger or share exchange occurred or is to be effective (attach additional pages, if necessary):

Name	Type of Entity	Jurisdiction	Date
JSI Store Fixtures Acquisitions Corp.	Corporation	Delaware	date of filing Articles
JSI Store Fixtures Incorporated	Corporation	Maine	date of filing Articles

SECOND: The name of the surviving entity is JSI Store Fixtures Acquisitions Corp.

THIRD: The surviving entity is not a domestic corporation and the executed agreement or plan of merger is on file at the principal place of business of the surviving business entity. A copy of the agreement or plan of merger will be furnished by the surviving entity, on request and without cost, to any shareholder of any constituent corporation and any record owner of interests in any other business entity that participated in the merger. The address of such place of business is as follows:

140 Park Street, P.O. Box 38, Milo, ME 04463

FOURTH: ("X" one box only)

If the originating document of the survivor of a merger is amended, the amendments to the survivor's originating document set forth in Exhibit ___ attached hereto and made a part hereof.

If the result of the merger or share exchange creates a new entity, attached is Exhibit _____ which contains all the provisions required to be set forth in its public organic document with any other desired provisions that are permitted.

For a Domestic Business Corporation, attach form MBCA-6-1.
For a Domestic Limited Liability Company, attach form MLLC-6-1.
For a Domestic Limited Partnership, attach form MLPA-6-1.

FIFTH: The future effective date of the articles/certificate of merger or share exchange (if other than the date of filing of the articles/certificate of merger or share exchange) is date of filing

SIXTH: ("X" if applicable)

The plan was duly approved by the shareholders and, if voting by any separate voting group was required, by each separate group in the manner required by this Act and the corporation's articles of incorporation.

The plan of merger or share exchange did not require approval by the shareholders.

SEVENTH: ("X" if applicable)

The participation of the foreign corporation was duly authorized as required by the organic law of the corporation.

The participation of the eligible entity was duly authorized as required by the organic law of that entity.

EIGHTH: When a merger becomes effective, a foreign corporation or a foreign other entity that is the survivor of the merger is deemed to appoint the Secretary of State as its agent for service of process in a proceeding to enforce the rights of shareholders of each domestic corporation that is a party to the merger who exercise appraisal rights. The foreign corporation or the foreign other entity shall provide the mailing address to which the Secretary of State may mail a copy of any process served on the Secretary of State.

140 Park Street, P.O. Box 38, Milo, ME 04463

(mailing address)

NINTH: The foreign corporation or foreign other entity agrees that it will promptly pay the amount, if any, to which the shareholders are entitled under chapter 13 of Title 13-C.

TENTH: The merger was effected in compliance with the laws applicable to mergers of all parties to the merger.

ELEVENTH: There is an agreement that the surviving corporation or other business entity shall continue to comply with all provisions of all laws applicable to mergers of all parties to the merger, including, without limitation, provisions on payment of amounts to which dissenting shareholders are entitled.

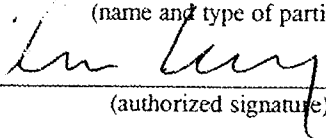
Must Be Completed By The First Participant To The Merger

JSI Store Fixtures Acquisitions Corp.

(name and type of participating business entity)

September 22, 2006

(dated)



(authorized signature)

Dennis M. Leary, President

(type or print name and capacity)

(authorized signature)

(type or print name and capacity)

Must Be Completed By The Second Participant To The Merger

JSI Store Fixtures Incorporated

(name and type of participating business entity)

(dated)

(authorized signature)

Terry Awalt, President

(type or print name and capacity)

(authorized signature)

(type or print name and capacity)

FIFTH: The future effective date of the articles/certificate of merger or share exchange (if other than the date of filing of the articles/certificate of merger or share exchange) is date of filing

SIXTH: ("X" if applicable)

- The plan was duly approved by the shareholders and, if voting by any separate voting group was required, by each separate group in the manner required by this Act and the corporation's articles of incorporation.
- The plan of merger or share exchange did not require approval by the shareholders.

SEVENTH: ("X" if applicable)

- The participation of the foreign corporation was duly authorized as required by the organic law of the corporation.
- The participation of the eligible entity was duly authorized as required by the organic law of that entity.

EIGHTH: When a merger becomes effective, a foreign corporation or a foreign other entity that is the survivor of the merger is deemed to appoint the Secretary of State as its agent for service of process in a proceeding to enforce the rights of shareholders of each domestic corporation that is a party to the merger who exercise appraisal rights. The foreign corporation or the foreign other entity shall provide the mailing address to which the Secretary of State may mail a copy of any process served on the Secretary of State.

140 Park Street, P.O. Box 38, Milo, ME 04463

(mailing address)

NINTH: The foreign corporation or foreign other entity agrees that it will promptly pay the amount, if any, to which the shareholders are entitled under chapter 13 of Title 13-C.

TENTH: The merger was effected in compliance with the laws applicable to mergers of all parties to the merger.

ELEVENTH: There is an agreement that the surviving corporation or other business entity shall continue to comply with all provisions of all laws applicable to mergers of all parties to the merger, including, without limitation, provisions on payment of amounts to which dissenting shareholders are entitled.

Must Be Completed By The First Participant To The Merger

JSI Store Fixtures Acquisitions Corp.

(name and type of participating business entity)

(dated)

Dennis M. Leary, President

(type or print name and capacity)

(authorized signature)

(authorized signature)

(type or print name and capacity)

Must Be Completed By The Second Participant To The Merger

JSI Store Fixtures Incorporated

(name and type of participating business entity)

September 22, 2006

(dated)

Terry Awalt
(authorized signature)

(authorized signature)

Terry Awalt, President

(type or print name and capacity)

(authorized signature)

(type or print name and capacity)

FOREIGN
BUSINESS CORPORATION

STATE OF MAINE

AMENDED APPLICATION FOR
AUTHORITY TO DO BUSINESS

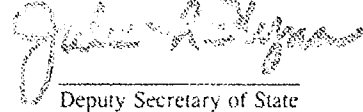
JSI Store Fixtures Acquisition Corp.

(Name of Corporation)

Filing Fee \$70.00

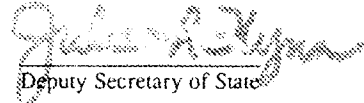
(If

File No. 20070232 F Pages 2
Fee Paid \$ 70
DCN 2062651600024 LNME
----FILED-----
09/22/2006



Deputy Secretary of State

A True Copy When Attested By Signature



Deputy Secretary of State

Pursuant to 13-C MRSA §1504, the undersigned foreign corporation executes and delivers the following Amended Application for Authority to do Business:

FIRST: The jurisdiction currently appearing on the record is Delaware

SECOND: The date on which it was authorized to do business in the State of Maine is September 15, 2006

THIRD: The name of the foreign corporation has been changed to (if no change, so indicate):
JSI Store Fixtures Incorporated

If the real corporate name is not available, the fictitious name under which it proposes to apply for authority to do business in the State of Maine is (if not applicable, so indicate):

N/A

Form MBCA-5 accompanies this application.

A fictitious name is a name adopted by a foreign corporation authorized to transact business in this State because its real name is unavailable pursuant to 13-C MRSA §401.

FOURTH: The new address of its principal office, wherever located, is (if no change, so indicate):
no change

(street, city, state and zip code)

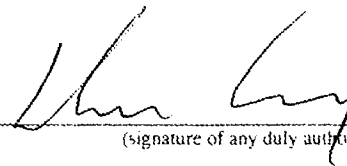
(mailing address if different from above)

FIFTH: The new state or country under whose law the foreign corporation is now incorporated (if no change, so indicate):
no change

A certificate of existence or a document of similar import duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law the foreign corporation is now incorporated accompanies the change in Item FIFTH. The certificate of existence must have been made not more than 90 days prior to the delivery of this application for filing.

DATED September 22, 2006

*By



(signature of any duly authorized officer)

Dennis M. Leary, President

(type or print name and capacity)

*This document **MUST** be signed by any duly authorized officer. (13-C MRSA §121.5)

Please remit your payment made payable to the Maine Secretary of State.

**SUBMIT COMPLETED FORMS TO: CORPORATE EXAMINING SECTION, SECRETARY OF STATE,
101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101**

FORM NO. MBCA-12A (2 of 2) Rev. 7/1/2004

TEL. (207) 624-7740

RECORDED: 09/25/2006

**TRADEMARK
REEL: 003396 FRAME: 0613**