

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Typosquasher Corporatioin		01/29/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CitizenHawk, Inc.		
Street Address:	27068 La Paz Road		
Internal Address:	Suite 104		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77082395	CITIZENHAWK	
Serial Number:	77082374	TYPOSQUASHER	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie L. Ellerbach, Fenwick & West LLP		
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ATTORNEY DOCKET NUMBER:	25650-00070		
NAME OF SUBMITTER:	Connie L. Ellerbach, Esq.		

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Signature:

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Date:

07/02/2007

Total Attachments: 21

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State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 17 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

JAN 31 2007

DEBRA BOWEN
Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
TYPOSQUASHER CORPORATION

JAN 29 2007

The undersigned certify that:

- ONE: They are the Chief Executive Officer and the Secretary, respectively, of Typosquasher Corporation, a California corporation (the "Corporation").
- TWO: The Amended and Restated Articles of Incorporation of this Corporation are hereby amended and restated to read in their entirety as follows:

ARTICLE I

The name of this Corporation is: CitizenHawk, Inc.

ARTICLE II

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

ARTICLE III

A. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of Common Stock that the Corporation is authorized to issue is 10,000,000 shares, with no par value. The total number of shares of Preferred Stock that this Corporation is authorized to issue is 1,938,203 shares, all of which, with no par value, shall be designated "Series A Preferred Stock." Each share of Series A Preferred Stock shall be referred to as a "Series A Share" and all the shares of Series A Preferred Stock shall be collectively referred to as the "Series A Shares."

B. The Preferred Stock shall be divided into series. The rights, preferences, privileges, restrictions and other matters relating to the Series A Preferred Stock are as set forth below in the succeeding provisions of this Article III.

1. **Dividends.**

a. The holders of record of each share of the Series A Preferred Stock shall be entitled to receive dividends at a rate of \$0.028 per annum (as adjusted for any stock dividends, combinations or splits with respect to such shares), when, as and if declared by the Board of Directors, out of funds of the Corporation legally available therefor, in preference and prior to the payment of any dividend on the Common Stock payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of this Corporation. Such dividends shall be non-cumulative.

b. So long as any Series A Shares are outstanding, the Corporation shall not declare, pay or set aside for payment any dividend or other distribution in respect of its Common Stock unless and until all dividends (as set forth in Section 1(a) above) with respect to the Series A Shares, if any, have been paid.

c. Notwithstanding any provision to the contrary set forth in this Amended and Restated Articles of Incorporation, no payment shall be made with respect to declared but unpaid dividends on any Series A Shares that are converted into Common Stock.

2. **Liquidation Preference.**

a. Preference. In the event of the liquidation, dissolution or winding-up, whether voluntary or involuntary, of the Corporation, or in the event of any distribution to shareholders other than a dividend ("Liquidation Event"), but not upon the conversion of Series A Shares:

i) First, the holder of a Series A Share shall be entitled to receive with respect to each Series A Share, before and in preference to any distribution made to or set aside for the holders of Common Stock, cash or any other assets of the Corporation in an amount (or having a fair market value) equal to two times the Original Issuance Price (as defined below and as adjusted for any stock dividends, combinations or splits with respect to such shares) plus all declared but unpaid dividends on such shares pursuant to Section 1 up to the date of the final distribution in such Liquidation Event ("Liquidation Preference"). If 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(a)(i), the entire assets of the Corporation available for distribution to such holders shall be distributed ratably among the holders of the Series A Shares. For purposes of this Amended and Restated Articles of Incorporation, the "Original Issuance Price" shall be \$0.356 per share for the Series A Shares.

ii) After the payment of the full Liquidation Preference, as applicable, as set forth in Section 2(a)(i) above, the assets of the Corporation legally available for distribution, if any, shall be distributed ratably to the holders of the Common Stock and Series A Preferred Stock on an as-converted-to-Common-Stock basis (including fractions of a share) as though all of the Series A Shares had been converted immediately prior to the close of business on the business day fixed for such distribution.

b. Merger; Sale. The following events shall also constitute a Liquidation Event under this Section 2: (i) the sale or exclusive license of all or substantially all of the assets of the Corporation, or (ii) the acquisition of the Corporation by another entity by means of merger, consolidation, share exchange, reorganization or otherwise pursuant to which shares of capital stock of the Corporation are converted into cash, securities or other property of the acquiring entity or any of its affiliates (excluding any merger effected exclusively for the purpose of changing the domicile of the Corporation) and which results in the holders of voting securities (excluding shares of the surviving entity held by holders of the capital stock of the Corporation acquired by means other than the exchange or conversion of the capital stock of the Corporation for shares of the surviving entity) of the Corporation immediately prior to such merger, consolidation, share exchange, reorganization or sale of assets beneficially owning, directly or

indirectly, less than a majority of the combined voting power of the surviving entity resulting from such merger, consolidation, share exchange, reorganization or sale of assets (collectively, an "Acquisition").

c. Valuation of Consideration. If the consideration received by the Corporation is other than cash in connection with any of the events set forth above, its value shall be deemed its fair market value as determined in good faith by the Board of Directors; provided, however, that if the consideration consists of securities, the fair market value of such securities shall be valued as provided in Section 3(d)(i)(D) below.

d. Notice of Liquidation Event. The Corporation shall give each holder of record of Series A Preferred Stock written notice of any impending Liquidation Event not later than 10 days prior to the shareholders' meeting called to approve such Liquidation Event, or 10 days prior to the closing of such Liquidation Event, whichever is earlier, and shall also notify such holders in writing of the final approval of such Liquidation Event. The first of such notices shall describe the material terms and conditions of the impending Liquidation Event and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. Unless such notice requirements are waived, the Liquidation Event shall not take place sooner than 10 days after the Corporation has given the first notice provided for herein or sooner than 10 days after the Corporation has given notice of any material changes provided for herein. Notwithstanding the other provisions of these Restated Articles, all notice periods or requirements in these Restated Articles may be shortened or waived, either before or after the action for which notice is required, upon the written consent of the holders of a majority of the voting power of the outstanding shares of Series A Preferred Stock that are entitled to such notice rights.

e. Effect of Noncompliance. In the event the requirements of Section 2(d) are not complied with, the Corporation shall forthwith either cause the closing of the Liquidation Event to be postponed until the requirements of Section 2(d) have been complied with, or cancel such Liquidation Event, in which event the rights, preferences, privileges and restrictions of the holders of Series A Preferred Stock shall revert to and be the same as such rights, preferences, privileges and restrictions existing immediately prior to the date of the first notice referred to in Section 2(d).

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

a. Right to Convert. Each Series A Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and non-assessable 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 quotient is referred to as the "Conversion Rate"). The initial "Conversion Price" per share for the Series A Shares shall be the Original Issuance Price and shall be subject to adjustment as set forth in Section 3(d).

b. Automatic Conversion. Each Series A Share shall automatically be converted into shares of Common Stock at the Conversion Rate at the time in effect immediately

upon the earlier of (i) the closing of a public offering pursuant to an effective registration statement on any appropriate form under the United States Securities Act of 1933, as amended, for the account of the Corporation to the public with aggregate proceeds to the Corporation in excess of \$20,000,000 (or a reasonably equivalent price in another jurisdiction) at a preliminary valuation of at least \$100,000,000 (a "Qualified IPO") or (ii) the date specified by written consent or agreement of the holders of at least a majority of the then outstanding Series A Shares voting together as a single class on an as-converted-to-Common-Stock basis.

c. Mechanics of Conversion.

i) 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, as amended, 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.

ii) In the event of a conversion pursuant to Section 3(b), the holders of the outstanding Series A Shares shall be treated for all purposes as the record holders of the shares of Common Stock issuable in such conversion as of such date, and the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless a holder of Series A Shares surrenders the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Shares.

d. 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:

i) Adjustment with respect to Additional Shares Issuances

(A) If the Corporation shall issue any Additional Shares (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 Shares, the Conversion Price in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this Section 3(d)(i)) be reduced to a price determined 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 subsection 3(d)(i)(E)(1) or (2)) plus the number of shares of Common Stock that the aggregate consideration received by this 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 subsection 3(d)(i)(E)(1) or (2)) plus the number of shares of such Additional Shares.

(B) 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 Section 3(d)(iv), no adjustment of such Conversion Price pursuant to this Section 3(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) 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.

(D) In the case of the issuance of the Common Stock for 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, the fair market value of such securities shall be valued as follows:

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

(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;

(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) 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.

(b) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising

solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as specified above to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors.

(E) In the case of the issuance (whether before, on or after the applicable Original Issue 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(d)(i) and Section 3(d)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to the right to exercise, including, without limitation, the passage of time, but without taking into account potential anti-dilution 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(d)(i)(C) and 3(d)(i)(D)), 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 anti-dilution adjustments) for the Common Stock covered thereby.

(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 anti-dilution 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 anti-dilution 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(d)(i)(C) and 3(d)(i)(D)).

(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 anti-dilution provisions thereof, 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.

(4) Upon the redemption, repurchase or expiration of any such options or rights, the redemption, repurchase or termination of any such rights to convert or exchange or the redemption, repurchase or 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, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible, exercisable 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.

(5) If the purchase price or conversion or exchange rate provided for in any such options or rights, any such rights to convert or exchange or any options or rights related to such convertible or exchangeable securities changes at any time, then, upon such change becoming effective, 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, shall be recomputed to reflect (1) 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, and the minimum additional consideration to be received by the Corporation upon the conversion or exchange of such securities or the exercise of any related options or rights, and (2) the granting or issuance, at the time of such change, of any such securities then still outstanding for the consideration, if any, received by the Corporation therefor.

(6) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 3(d)(i)(E)(1) and 3(d)(i)(E)(2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 3(d)(i)(E)(3), 3(d)(i)(E)(4) or 3(d)(i)(E)(5).

ii) “Additional Shares” shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 3(d)(i)(E) by the Corporation after the date of the first issuance of Series A Shares (the “Original Issue Date”) other than:

(A) shares of securities issued pursuant to a split or subdivision of the outstanding shares of Common Stock or 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;

(B) shares of Common Stock or options therefor issued to employees, board members and consultants of the Company directly or pursuant to a stock option plan or restricted stock purchase plan approved by the Board of Directors of the Company;

(C) securities issued as a dividend or distribution on outstanding securities of the Corporation;

(D) securities for which adjustment of the Conversion Price has previously been made pursuant to Section 3(d)(i);

(E) shares of Common Stock issued in a Qualified IPO;

(F) shares of Common Stock issued pursuant to the conversion or exercise of convertible or exercisable securities outstanding as of the date hereof or subsequently issued;

(G) Common Stock or Preferred Stock (and/or options, warrants or rights therefor) which are issuable or may be issued to parties with which the Corporation has a joint venture, distribution or supply relationship other than for capital raising purposes, and which arrangements are approved by the Corporation's Board of Directors;

(H) Common Stock or Preferred Stock (and/or options, warrants or rights therefor) with respect to which the Corporation's Board of Directors unanimously agree that such shares shall not be subject to the anti-dilution provision described in this section;

(I) shares of Common Stock issued in connection with a bona fide business acquisition of or by the Company, whether by merger, consolidation, sale of assets, sale or exchange of stock or otherwise, each as approved by the Board of Directors of the Company;

(J) the issuance of securities to financial institutions, equipment lessors, brokers or similar persons in connection with commercial credit arrangements, equipment financings, commercial property lease transactions or similar transactions approved by the Board of Directors of the Company;

iii) In the event the Corporation should at any time or from time to time effect a split or subdivision of the outstanding shares of Common Stock or declare or pay 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 Series A Share 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.

iv) If the number of shares of Common Stock outstanding at any time after the Original Issue 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 Series A Share shall be decreased in proportion to such decrease in outstanding shares.

e. Other Distributions. In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to above, then, in each such case for the purpose of this Section 3(e), the holders of Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

f. 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), the Conversion Price shall be proportionately adjusted 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 the number of shares of Common Stock deliverable upon conversion of such Series A Shares would have been entitled on such recapitalization.

g. Reorganizations, Mergers or Consolidations. If at any time after the Original Issue Date, there is a capital reorganization of the Common Stock or the merger or consolidation of the Corporation with or into another corporation or another entity (other than an Acquisition) as a part of such capital reorganization, provision shall be made so that the Holders of the Series A Shares shall thereafter be entitled to receive upon conversion of the 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 thereof, would have been entitled on such capital reorganization, subject to adjustment in respect of such stock or securities by the terms thereof. 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 Series A Shares after the capital reorganization to the end that the provisions of this Section 3 (including adjustment of the Conversion Price of the Series A Shares then in effect and the number of shares issuable upon conversion of the Series A Shares) shall be applicable after that event and be as nearly equivalent as practicable.

h. 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 actions as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Shares against impairment.

i. No Fractional Shares and Certificate as to Adjustments.

i) 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 down

to the nearest whole share. In lieu of fractional shares, the Corporation shall pay to the holder thereof the fair value of such fractional share in cash. 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.

ii) 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 including, without limitation, the applicable Conversion Price then in effect and the number of Common Shares and the amount, if any, of other property which at the time would be received upon the conversion of such Series A Shares.

j. 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 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, including, without limitation, engaging in reasonable efforts to obtain the requisite shareholder approval of any necessary amendment to these Restated Articles.

k. Notices. In the event that the Corporation shall propose at any time to (i) declare any dividend or distribution upon shares of its Common Stock, whether in cash, property, shares, or other securities, and whether or not a regular cash dividend and whether or not out of profits or retained earnings, (ii) offer for subscription pro rata to the holders of any class or series of its capital stock any additional shares of any class or series of its capital stock or other rights, (iii) effect any reclassification or recapitalization of its outstanding shares of Common Stock or (iv) merge or consolidate with or into any other company, sell, lease, or convey all or substantially all of its property or business, or liquidate, dissolve, or wind up, then, in connection with each such event, the Corporation shall send to each holder of the Series A Shares:

i) at least fifteen (15) days' prior written notice of the record date for such dividend, distribution, subscription or voting rights (and specifying the date on which such transaction shall commence or a meeting of the shareholders shall be held), and

ii) in the case of the matters referred to in Sections (3)(d)(iii) and (iv), at least fifteen (15) days' prior written notice of the date when the same shall take place (and specifying the date on which the holders of shares of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon the

occurrence of such event or the record date for the determination of such holders if such record date is earlier).

Any notice required by the provisions of this Section 3 to be given to the holders of shares of Series A Shares shall be deemed given if delivered personally or 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.

4. **Voting Rights.** (a) 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 not by class, except as otherwise provided herein or as required by the General Corporation Law of the State of California, on all matters on which the holders of outstanding shares of Common Stock shall have the right to vote and shall be entitled to notice of any shareholders' meeting or action to be taken by written consent of the shareholders in accordance with the Bylaws of the Corporation and the requirements of the General Corporation Law of the State of California. 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-to-Common-Stock 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).

(b) As long as at least one-third (1/3) of the shares of Series A Shares originally issued remain outstanding, the holders of such shares of Series A Shares, voting separately as a class, shall be entitled to elect one (1) director (the "Series A Director") of this Corporation at each annual election of directors. The holders of outstanding Common Stock shall be entitled to elect three (3) directors of this Corporation at each annual election of directors. The remaining director shall be designated by a majority of the directors who have been elected in accordance with the provisions set forth above.

In the case of any vacancy (other than a vacancy caused by removal) in the office of a director occurring among the directors elected by the holders of a class or series of stock pursuant to this Section 4(b), the affirmative vote of the holders of a majority of the shares of that class or series shall be required to elect a successor or successors to hold office for the unexpired term of the director or directors whose place or places shall be vacant. Any director who shall have been elected by the holders of a class or series of stock or by any directors so elected as provided in the immediately preceding sentence hereof may be removed during the aforesaid term of office, without cause, by, and only by, the affirmative vote, on an as-converted basis, of the holders of the shares of the class or series of stock entitled to elect such director or directors representing the percentage vote required by Section 303 of the California Corporations Code, given either at a meeting of such shareholders duly called for that purpose or pursuant to a written consent of shareholders without a meeting, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to unanimous written consent or as otherwise provided by law.

5. **Redemption Rights.**

a. At the Option of Holders of the Series A Preferred Stock. If the Corporation shall not have consummated a Qualified IPO or undergone a Liquidation Event prior to the seven (7)-year anniversary of the Original Issue Date, then the Corporation shall, upon the receipt of a written request (the "Redemption Request") from holders of at least a majority of the then-outstanding Series A Shares (voting together as a single class on an as-converted-to-Common-Stock basis) (the "Electing Holders") that all of the Series A Shares be redeemed, on the respective Redemption Dates (as defined below), or as soon thereafter as legally permissible, redeem all of the outstanding shares of Series A Preferred Stock by paying in cash to the holders thereof in respect of each such share the Redemption Price (as defined below), with such shares to be redeemed in three (3) equal installments, with the first such installment on the ninetieth (90th) day following delivery of the Redemption Request (the "Initial Redemption Date"), the second such installment no later than the date that is one (1) year after the Initial Redemption Date, and the third such installment no later than the date that is two (2) years after the Initial Redemption Date (each such redemption date being sometimes referred to herein as a "Redemption Date"). The Corporation shall pay interest on each installment at the rate of 8.0% per annum, measured from the Redemption Date until the Redemption Price (as defined below) is fully paid.

b. Redemption Price. The "Redemption Price" shall be an amount per share equal to the greater of: (a) the Original Issuance Price plus 8% per annum compounded annually from the Series A Purchase Date until the applicable Redemption Date or (b) the Fair Market Value (as defined below) of the Series A Preferred Stock as of the first Redemption Date, in each case, plus all declared but unpaid dividends on each share of Series A Preferred Stock. The Redemption Price shall be proportionally adjusted for stock splits, stock dividends and recapitalizations. The "Fair Market Value" of the Series A Preferred Stock for purposes of this Section 5 shall be determined in accordance with Section 3(d)(i)(D) above, but without consideration of any liquidity or minority interest discount; provided, however, that if the value is determined by the Board of Directors in accordance with Section 3(d)(i)(D) and the holders of a majority in interest of the Series A Preferred Stock (for purposes of this Section 5(b), the "Initiating Holders") dispute such valuation, then the parties shall each submit their proposed valuation to a mutually agreeable independent appraiser for resolution within twenty (20) days following the Redemption Request. In the event the Board of Directors and the Initiating Holders cannot agree upon an independent appraiser within such time period, the Board of Directors and the Initiating Holders shall each designate a representative, which representatives shall together select an independent appraiser. The cost and expense of the independent appraiser shall be shared equally by the Corporation and the Initiating Holders disputing the valuation made by the Board of Directors. The authority of the independent appraiser, as applicable, shall be limited to choosing between the valuation proposed by the Board of Directors and the valuation proposed by the Initial Holders. Both parties shall timely provide the independent appraiser with any information such entity shall reasonably request. The decision of the independent appraiser shall be rendered within 20 days after the appraiser is engaged and the decision shall be final and binding. The number of shares of Series A Preferred Stock that the Corporation shall be required to redeem on any Redemption Date shall be equal to the amount determined by dividing (i) the aggregate number of shares of Series A Preferred Stock outstanding immediately prior to the Redemption Date by (ii) the number of remaining

Redemption Dates (including the Redemption Date to which such calculation applies). Shares subject to redemption pursuant to this Section 5 shall be redeemed from each holder of Series A Preferred Stock on a pro rata basis.

c. Notice of Redemption. At least 90 days prior to the applicable Redemption Date, written notice shall be mailed, postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Series A Preferred Stock at the address last shown on the records of the Corporation for such holder (or at the address given by the holder to the Corporation for the purpose of notice or if no such address appears or is given at the place where the principal executive office of the Corporation is located), notifying such holder of the redemption to be effected, specifying the Redemption Date, the number of shares to be redeemed on such Redemption Date, the applicable Redemption Price and the place at which payment may be obtained (the "Redemption Notice"). The Redemption Notice shall call upon such holder to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares to be redeemed on such Redemption Date. Except as provided in Section 5(d), on or after the close of business on the Redemption Date, each holder of Series A Preferred Stock shall surrender to the Corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice. Thereupon, the Corporation shall, in accordance with Section 5(a), tender the applicable Redemption Price of such shares to the order of the shareholder whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled.

d. Cessation of Rights. From and after each Redemption Date, unless there has been a default in payment of the Redemption Price, all dividends, if any, on the Series A Preferred Stock redeemed on such Redemption Date shall cease to accrue, all rights of the holders of such shares as holders of Series A Preferred Stock (except the right to receive the applicable Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever; provided, however, in the event there is a default in payment of the Redemption Price, all rights of the holders of Series A Preferred Stock shall continue to exist and all of such shares shall be deemed outstanding for all purposes, including without limitation, for purposes of receiving dividends and voting. If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock on the applicable Redemption Date are insufficient to redeem all of the outstanding shares of Series A Preferred Stock to be redeemed on such date, then those funds that are legally available shall be used to redeem the maximum possible number of shares of Series A Preferred Stock ratably among such holders in proportion to the amount each such holder otherwise would be entitled to receive with respect to such shares. At any time thereafter when additional funds of the Corporation are legally available for the redemption of shares of Series A Preferred Stock, such funds shall immediately be set aside for the redemption of the balance of the shares that the Corporation has become obligated to redeem on the applicable Redemption Date pursuant to this Section 5 but has not redeemed, payable in accordance with the terms of Section 5(d).

6. **Protective Provisions.**

a. Preferred Stock. In addition to any other rights provided by law, so long as at least 1,000,000 of the shares of Series A Preferred Stock remain outstanding, without first obtaining the written consent, authorization or waiver of the holders of at least a majority of the then outstanding Series A Shares, the Corporation shall not, by amendment, merger, consolidation or otherwise, after the date hereof undertake any action that:

i) effects a Liquidation Event where the total consideration received by all holders of all capital stock (including securities convertible therefore) is less than \$25,000,000;

ii) alters or changes, whether by merger, amendment of the Articles of Incorporation or Bylaws of the Corporation or in any other manner, the rights, preferences or privileges of the Series A Preferred Stock;

iii) authorizes, creates (by reclassification or otherwise) or obligates the Corporation to issue any equity security convertible into or exercisable for any equity security, having rights, preferences or privileges senior to or on a parity with the Series A Preferred Stock;

iv) redeems or repurchases shares (excluding (a) the Preferred Stock redemption privilege hereunder, and (b) in conjunction with the repurchase of Common Stock, at the lesser of fair market value or cost, upon termination of an officer, employee, director or consultant pursuant to an option agreement or restricted stock purchase agreement approved by the Board of Directors;

v) authorizes or obligates the Corporation to pay any dividend or make any other distribution in respect of the Company's capital stock other than a dividend payable solely in shares of Common Stock or in accordance with the dividend preferences of the Preferred Stock contained herein;

vi) increases the number of shares of Common Stock issuable pursuant to the Corporation's stock option plan or adopts any new employee stock purchase plan, stock incentive compensation or similar stock option plan absent approval of the Board; or

vii) conveys an exclusive license to use any material component of the Company's intellectual property.

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 in this Amended and Restated Articles of Incorporation (as may be amended from time to time pursuant to Section 6 hereof).

C. The rights, preferences, privileges, restrictions and other matters relating to the Common Stock are as follows:

1. **Dividends.** 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.

2. **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation shall be distributed as provided in Section 1(d) of Division (B) of this Article III.

3. **Voting Rights.** The holder of each share of Common Stock shall have the right to one vote per share, and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

4. **Redemption.** The Common Stock is not redeemable.

5. **Repurchase of Shares.** In connection with repurchases by the Corporation of its Common Stock pursuant to its agreements with certain of the holders thereof, Sections 502 and 503 of the California General Corporation Law shall not apply in whole or in part with respect to such repurchases.

ARTICLE IV

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Unless applicable law otherwise requires, any amendment, repeal or modification of this Article IV shall not adversely affect any right of any director under this Article IV that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE V

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits on such excess indemnification set forth in Section 204 of the California Corporations Code. Unless applicable law otherwise requires, any amendment, repeal or modification of any provision of this Article V shall not adversely affect any contract or other right to indemnification of an agent of the corporation that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE VI

To the maximum extent permitted from time to time under the law of the State of

California, the Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to its officers, directors or stockholders, other than those officers, directors or stockholders who are employees of the Corporation. No amendment or repeal of this Article VI shall apply to or have any effect on the liability or alleged liability of any officer, director or stockholder of the Corporation for or with respect to any opportunities of which such officer, director, or stockholder becomes aware prior to such amendment or repeal.

ARTICLE VII

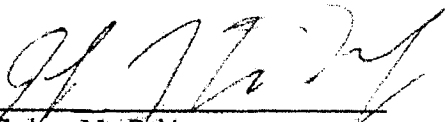
The name of this corporation's initial agent for service of process is LegalZoom.com, Inc.

THREE: The foregoing Amended and Restated Articles of Incorporation was duly adopted and approved by the Board of Directors of the Corporation.

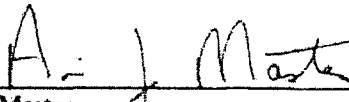
FOUR: The foregoing Amended and Restated Articles of Incorporation was duly adopted and approved by the required vote of the shareholders in accordance with Sections 902 and 903 of the California General Corporation Law. The total number of outstanding shares of the Corporation is 5,113,873 shares of Common Stock and no shares of Preferred Stock. The number of shares voting in favor of the Amended and Restated Articles of Incorporation set forth herein equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of Common Stock, voting together as a single class.

The undersigned declare under penalty of perjury under the laws of the State of California that the matters set forth herein are true and correct of their own knowledge.

Dated: January 29th, 2007



Graham MacRobie
Chief Executive Officer & President



Ari Master
Secretary





State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

MAR 20 2007

DEBRA BOWEN
Secretary of State

MAR 20 2007

CERTIFICATE OF AMENDMENT OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CITIZENHAWK, INC.

The undersigned certify that:

1. They are the Chief Executive Officer, President and Secretary, respectively, of CitizenHawk, Inc., a California corporation (the "Corporation").

2. Section A of Article III of the Amended and Restated Articles of Incorporation of this Corporation is hereby amended to read in its entirety as follows:

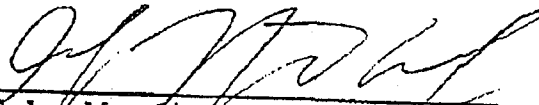
"A. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of Common Stock that the Corporation is authorized to issue is 10,000,000 shares, with no par value. The total number of shares of Preferred Stock that this Corporation is authorized to issue is 2,219,101 shares, all of which, with no par value, shall be designated "Series A Preferred Stock." Each share of Series A Preferred Stock shall be referred to as a "Series A Share" and all the shares of Series A Preferred Stock shall be collectively referred to as the "Series A Shares.""

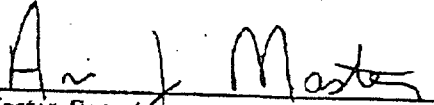
3. The foregoing amendment of the Corporation's Amended and Restated Articles of Incorporation has been duly approved by the Board of Directors of the Corporation.

4. The foregoing amendment of the Corporation's Amended and Restated Articles of Incorporation (other than omissions required by Section 910 of the California Corporations Code) has been duly approved by the required vote of the shareholders of the Corporation in accordance with Sections 902 and 903 of the California Corporations Code. The Corporation has two classes of stock, and the total number of outstanding shares of the Corporation is 5,113,873 shares of Common Stock and 1,938,203 shares of Series A Preferred Stock. The number of shares voting in favor of the amendment set forth herein equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of Common Stock voting together as a single class and more than 50% of the outstanding shares of Preferred Stock voting together as a single class.

I 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 my own knowledge.

Dated: March 20, 2007


Graham Macrobie, Chief Executive Officer
and President


Ari Master, Secretary

