

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Conversion from Delaware Limited Liab. Co. to Delaware Corp.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INXPO, LLC		12/27/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	INXPO, INC.		
Street Address:	770 N. Halsted St.		
Internal Address:	Suite 6S		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60622		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78398526	INXPO	
CORRESPONDENCE DATA			
Fax Number:	(847)562-0099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-562-0099		
Email:	eric@freibrun.com		
Correspondent Name:	E. Freibrun/Law Off. E. S. Freibrun Ltd.		
Address Line 1:	500 Skokie Blvd.		
Address Line 2:	Ste. 350		
Address Line 4:	Northbrook, ILLINOIS 60062		
NAME OF SUBMITTER:	Eric S. Freibrun		
Signature:	/Eric S. Freibrun/		
Date:	03/04/2008		

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Total Attachments: 22

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Delaware

PAGE 1

The First State

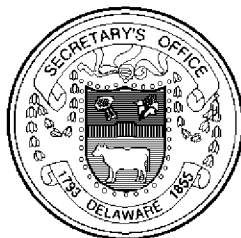
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED LIABILITY COMPANY UNDER THE NAME OF "INXPO, LLC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "INXPO, LLC" TO "INXPO, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2007, AT 6:03 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE SECOND DAY OF JANUARY, A.D. 2008.

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

3774028 8100V

071368051



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6271802

DATE: 12-28-07

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 003731 FRAME: 0824

Delaware

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The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF INCORPORATION OF "INXPO, INC." FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2007, AT 6:03 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF INCORPORATION IS THE SECOND DAY OF JANUARY, A.D. 2008.

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

3774028 8100V

071368051



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6271802

DATE: 12-28-07

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
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**CERTIFICATE OF CONVERSION
FROM A LIMITED LIABILITY COMPANY TO
A CORPORATION**

(Pursuant to Section 265 of the Delaware General Corporation Law)

INXPO, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The Limited Liability Company is formed under the jurisdiction of the State of Delaware.
2. The name of the Limited Liability Company immediately prior to the filing of this Certificate is INXPO, LLC
3. The date the Limited Liability Company was first formed is March 8, 2004
4. The name of the corporation as set forth in the Certificate of Incorporation is INXPO, INC.
5. The effective date of this Certificate of Conversion is January 2, 2008.

Date: December 27, 2007

By: 
James Heagney. Authorized Person

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CERTIFICATE OF INCORPORATION OF INXPO, INC.
EFFECTIVE JANUARY 2, 2008

ARTICLE I

The name of the Corporation is InXpo, Inc.

ARTICLE II

The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, DE 19904, County of Kent. The name of its registered agent at such address is National Registered Agents, Inc

ARTICLE IV

The total number of shares of stock that the Corporation shall have authority to issue is 121,755,085 shares, consisting of 85,000,000 shares of Common Stock, \$0.001 par value per share (the "Common Stock"); of which 5,000,000 shares are P-1 Common Stock, \$0.001 par value per share (the "P-1 Common Stock"), and 36,755,085 shares of Preferred Stock, \$0.001 par value per share (the "Preferred Stock"), of which 3,599,994 shares are designated as Series A-1 Preferred Stock, \$0.001 par value per share (the "Series A-1 Preferred Stock"); 9,018,562 shares are designated as Series A-2 Preferred Stock, \$0.001 par value per share (the "Series A-2 Preferred Stock"); 7,236,529 shares are designated as Series A-3 Preferred Stock, \$0.001 par value per share (the "Series A-3 Preferred Stock"), and 1,400,000 shares are designated as Series A-4 Preferred Stock, \$0.001 par value per share (the "Series A-4 Preferred Stock" and, with the Series A-1 Preferred Stock, the Series A-2 Preferred Stock and Series A-2 Preferred Stock, the "Series A Preferred Stock"); and 15,500,000 shares are designated as Series B Preferred Stock, \$0.001 par value per share (the "Series B Preferred Stock").

ARTICLE V

The terms and provisions of the Common Stock and each series of Preferred Stock are as follows:

1. Definitions. For purposes of this ARTICLE V, the following definitions shall apply:

(a) "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with a party hereto. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the ownership or control of securities possessing more than fifty percent (50%) of the voting power of all outstanding voting

securities of an entity or the power to otherwise direct or cause the direction of the management and policies of the entity, whether through the ownership of voting stock or similar rights.

(b) "Common Stock" shall mean the Common Stock and the P-1 Common Stock. The rights, obligations and preferences of the P-1 Common Stock are identical in every respect to the Common Stock, except as provided herein.

(c) "Contingent Distributions" are any Distributions in respect of a Liquidation Event (as defined in Section 3(c)) that are not paid to the holders at or around the closing date of the Liquidation Event (as a result of earn-out, escrow or similar provisions).

(d) "Conversion Price" shall mean \$0.20 per share for the Series A-1 Preferred Stock, \$0.22176471 per share for the Series A-2 Preferred Stock, \$0.22176471 per share for the Series A-3 Preferred Stock, \$0.26044671 per share for the Series A-4 Preferred Stock and \$0.26131988 per share for the Series B Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(e) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(f) "Corporation" shall mean InXpo, Inc.

(g) "Distribution" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock to which Sections 4(e) or 4(g) apply, or the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, or (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right.

(h) "Equity Interests" shall mean all Preferred Stock and Common Stock and Options or Convertible Securities therefor.

(i) "Executive Committee" shall mean the Executive Committee of the Board of Directors established pursuant to the Bylaws of the Corporation.

(j) "Full Ratchet Termination Date" shall mean the earliest of:

(i) The date this Corporation issues Non-Debt Equity Interests in one transaction or series of related transactions and in exchange therefor receives at least \$3,000,000 of proceeds (excluding, for avoidance of doubt, any proceeds from the Purchase Agreement) from Unaffiliated Investors and in which the Non-Debt Equity Interests issued pursuant thereto:

(1) are priced (on a Common Stock equivalent basis, and after giving effect to all anti-dilution adjustments other than standard full ratchet or weighted average

price-based anti-dilution) at an amount equal to or in excess of \$0.26131988 (as appropriately adjusted for Recapitalizations with respect to the Common Stock); and

(2) are not entitled to a liquidation or similar preference over the Common Stock other than with respect to the purchase price of such Non-Debt Equity Interests plus an accruing dividend not to exceed 12% per year;

(ii) The date this Corporation issues Non-Debt Equity Interests in one transaction or series of related transactions and in exchange therefor receives at least \$3,000,000 of proceeds (including, for avoidance of doubt, investors who are not Unaffiliated Investors, but excluding, for avoidance of doubt, any proceeds from the Purchase Agreement) and in which the Non-Debt Equity Interests issued pursuant thereto:

(1) are priced (on a Common Share equivalent basis, and after giving effect to all anti-dilution adjustments other than standard full ratchet or weighted average price-based anti-dilution) at an amount equal to or in excess of \$0.39197982 (as appropriately adjusted for splits, combinations, recapitalizations and the like with respect to the Common Shares); and

(2) are not entitled to a liquidation or similar preference over the Common Stock other than with respect to the purchase price of such Non-Debt Equity Interests plus an accruing dividend not to exceed 12% per year; and

(iii) At any time it becomes impossible under the terms of the Purchase Agreement for Outfitter to fully exercise its right to purchase additional Series B Preferred Stock pursuant to either Section 2.1(b) or Section 2.1(c), unless Outfitter has previously exercised such rights in full (including, for avoidance of doubt, any "net exercise" thereof).

(k) "Immediate Family Member" shall mean any spouse or lineal descendants or ancestors or trusts or other entities primarily for the benefit of such persons.

(l) "InXpo LLC" shall mean InXpo, LLC, a Delaware limited liability company and this Corporation's predecessor.

(m) "Non-Debt Equity Interests" means Equity Interests that are not characterized as a liability of this Corporation in accordance with United States generally accepted accounting principles and do not, by their terms, entitle the holders thereof to any security interest in the assets of this Corporation or any subsidiary thereof.

(n) "Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(o) "Original Issue Date" means the date of filing of this Certificate of Incorporation.

(p) "Original Issue Price" shall mean \$0.20 per share for the Series A-1 Preferred Stock, \$0.22176471 per share for the Series A-2 Preferred Stock, \$0.22176471 per share for the Series A-3 Preferred Stock, \$0.26044671 per share for the Series A-4 Preferred

Stock and \$0.26131988 per share for the Series B Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth in Section 4(f)).

(q) "Outfitter" shall mean Outfitter Ventures, LLC, and its successors and assigns.

(r) "Preferred Equity" means issued capital stock (excluding convertible debt or Options) that is entitled to a preference over the Common Stock with respect to Distributions under Section 3 hereof.

(s) "Preferred Stock" shall mean the Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, Series A-4 Preferred Stock and Series B Preferred Stock.

(t) "Purchase Agreement" shall mean the Share Purchase Agreement of InXpo LLC dated August 2, 2007 pursuant to which the Class B Shares of InXpo LLC were originally issued.

(u) "Recapitalization" shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

(v) "Series B Conversion Price Floor" shall mean \$0.18 (as appropriately adjusted for Recapitalizations).

(w) "Series B Director" shall have the meaning assigned to such term in Section 5.

(x) "Stock Option Plan" shall mean the Amended and Restated 2006 Option Plan.

(y) "Unaffiliated Investor" means any person or entity who (i) was not a member of InXpo LLC as of the date of the Purchase Agreement, (ii) is not an Affiliate or Immediate Family Member of a person or entity who was a member of InXpo, LLC as of the date of the Purchase Agreement and (iii) is not otherwise an Affiliate of this Corporation.

(z) "Val Vaden Restricted Shares Agreement" shall mean the Restricted Shares Award Agreement between this Corporation and Val Vaden dated August 2, 2007.

2. Dividends.

(a) Series B Preferred Stock. When, as and if declared by the Board of Directors, the holders of Series B Preferred Stock shall be entitled to receive, prior to any Distribution to the holders of any other class of capital stock out of any assets legally available therefor, non-cumulative, non-accruing dividends at a rate of 8% per annum on the Series B Original Issue Price for each share of Series B Preferred Stock owned of record by each such holder.

(b) Additional Dividends. After the payment or setting aside for payment of the dividends described in Section 2(a), any additional dividends (other than dividends on Common Stock payable solely in Common Stock to which Section 4(e) applies) declared or paid in any fiscal year shall be declared or paid among the holders of the Common Stock then outstanding in proportion to the greatest whole number of shares of Common Stock held by each such holder.

3. Liquidation Rights.

(a) Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of each series of Preferred Stock shall be entitled to receive, on a pari passu basis, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Common Stock by reason of their ownership of such stock, an amount per share for each share of Preferred Stock held by them equal to the sum of the Original Issue Price for each respective series of Preferred Stock plus accrued but unpaid dividends as of the closing date of such liquidation, dissolution or winding up. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for Distribution to the holders of the Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(a), then the entire assets of the Corporation legally available for Distribution shall be Distributed with equal priority and pro rata among the holders of the Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a).

(b) Remaining Assets. After the payment to the holders of Preferred Stock of the full preferential amounts specified above, the entire remaining assets of the Corporation legally available for Distribution by the Corporation shall be Distributed with equal priority and pro rata among the holders of Common Stock in proportion to the number of shares of Common Stock held by them; provided, however, the holders of P-1 Common Stock shall not participate in any Distribution pursuant to this Section 3 with respect to such shares of P-1 Common Stock until the holders of Common Stock (other than P-1 Common Stock) have received, with respect to each such share of Common Stock, \$0.106.

(c) Reorganization. For purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of the Corporation or such surviving entity (or a direct or indirect parent entity thereof) outstanding immediately after such transaction or series of transactions; or (ii) a sale, lease or other conveyance of all or substantially all of the

assets of the Corporation (each, a "Deemed Liquidation Event" and, with a liquidation, dissolution or winding up, a "Liquidation Event").

(d) Valuation of Non-Cash Consideration.

(i) If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, subject to the following:

(1) Any securities that comprise a part of the Distribution that are then traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the date of signing by the Corporation the first binding, definitive agreement to which the Corporation is a party that results in such Distribution (or, if there is no such definitive agreement, the date of such Distribution); and

(2) Any securities that comprise a part of the Distribution that are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the date of signing by the Corporation of the first binding, definitive agreement to which the Corporation is a party that results in such Distribution (or, if there is no such definitive agreement, the date of such Distribution).

(ii) In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

(iii) For the purposes of this Section 3(d), "trading day" shall mean any day which the exchange or system on which the securities to be Distributed are traded is open and "closing prices" or "closing bid prices" shall be deemed to be: (x) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (y) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

(e) Deemed Conversion and an Adjusted Deemed Conversion.

(i) For purposes of determining the amount each holder of shares of a series of Preferred Stock is entitled to receive with respect to a Liquidation Event, each such holder of shares of such series of Preferred Stock shall be deemed to have converted (regardless of whether such holder actually converted) such holder's shares of such series of Preferred Stock into shares of Common Stock immediately prior to the Liquidation Event if, as a result of an actual conversion, such holder would receive in respect of such holder's shares of such series of

Preferred Stock, in the aggregate, an amount greater than the amount that would be Distributed to such holder in respect of such holder's shares of such series of Preferred Stock if such holder did not convert such shares of such series of Preferred Stock into shares of Common Stock. If any such holder shall be deemed to have converted shares of such series of Preferred Stock into Common Stock pursuant to this Section 3(e)(i), then such holder shall not be entitled to receive any Distribution that would otherwise be made to holders of such series of Preferred Stock that have not converted (or have not been deemed to have converted) into shares of Common Stock.

(ii) Notwithstanding the foregoing, if, as a result of the potential for Contingent Distributions, it cannot be determined at the time of a Deemed Liquidation Event (including, for this purpose, a dissolution, liquidation or winding up that occurs as a result of a Deemed Liquidation Event described in clause (ii) of the definition of Deemed Liquidation Event) whether this Section 3(e) should apply to a particular series of Preferred Stock, then, unless the holders of a majority of outstanding shares of such series (voting as a separate class) agree otherwise, the definitive agreement related to such Deemed Liquidation Event will provide that:

(1) at the initial closing of such Deemed Liquidation Event, the holders such series of Preferred Stock will be entitled to receive the amounts to which such holders are entitled under Section 3(a) with respect to such series; and

(2) at the time of payment of any Contingent Distributions, additional payments will be allocated in the way that would result in the former holders of such series of Preferred Stock receiving, in their capacity as such, a return that is the greater of the following:

(a) the return holders of such series of Preferred Stock (in their capacity as such) would receive if all holders of such series of Preferred Stock had converted their shares of such series of Preferred Stock to Common Stock immediately before the consummation of the Deemed Liquidation Event and were therefore entitled to receive Distributions as holders of Common Stock pursuant to Section 3(b), or

(b) the return holders of such series of Preferred Stock (in their capacity as such) would receive if all holders of such series of Preferred Stock had not converted their shares of such series of Preferred Stock to Common Stock immediately before the consummation of the Liquidation Event and were therefore entitled to receive Distributions as holders of such series of Preferred Stock pursuant to Section 3(a) but not pursuant to Section 3(b).

(f) Except as otherwise provided, all determinations under this Section 3 will be made in good faith by the Board of Directors.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows:

(a) Right to Convert. Each share of Preferred Stock 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 the Preferred Stock, into (i) that number of fully-

paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series, plus (ii) in the case of the Series B Preferred Stock, a payment of declared but unpaid dividends (the number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "Conversion Rate" for each such series). Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion.

(i) Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share (plus, in the case of the Series B Preferred Stock, all declared but unpaid dividends) (x) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of the Corporation's Common Stock, provided that the offering price per share is not less than \$1.00 (as adjusted for Recapitalizations with respect to the Common Stock) and the aggregate gross proceeds to the Corporation are not less than \$50,000,000 (a "Qualified IPO"), or (y) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the Preferred Stock then outstanding (on an as-converted to Common Stock basis) (which must include the consent of holders of a majority of the Series B Preferred Stock, voting as a separate class), or, if later, the effective date for conversion specified in such requests (each of the events referred to in (x) and (y) are referred to herein as an "Preferred Stock Automatic Conversion Event").

(ii) Each share of P-1 Common Stock shall automatically be converted into one fully paid, non-assessable share of Common Stock (x) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act and (y) with the consent of the Board of Directors (which events, together with the Preferred stock Automatic Conversion Events, are each referred to as an "Automatic Conversion Event"). The Company will not effect any Recapitalization with respect to the Common Stock without effecting a corresponding Recapitalization with respect to the P-1 Common Stock (so as to avoid the need to adjust the one-for-one conversion ratio set forth herein).

(c) Mechanics of Conversion.

(i) No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock or P-1 Common Stock (collectively, the "Convertible Stock"). In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board of Directors in good faith. For such purpose, all shares of a series of Convertible Stock held by each holder of Convertible Stock being converted shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Convertible Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, such holder shall (A) give notice to the Corporation of the number of shares of Convertible Stock that such holder is converting, and (B)

either (1) surrender the certificate or certificates for the Convertible Stock to be converted, duly endorsed, at the office of the Corporation or of any transfer agent for the Convertible Stock, or (2) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates.

(ii) Notwithstanding Section 4(c)(i), on the date of an Automatic Conversion Event applicable to a series of Convertible Stock, the outstanding shares of such series shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of such series of Convertible Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of such series of Convertible Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of such series of Convertible Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of such series of Convertible Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

(iii) The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver to such holder of such series of Convertible Stock a certificate or certificates for the number of shares of Common Stock to which he 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 shares of such series of Convertible Stock to be converted, on such later date requested by the holder in the notice identified in Section 4(a)(i) or on such earlier date agreed to by such holder and the Corporation. As of such date, 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 on such date.

(iv) Notwithstanding the foregoing, if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) For purposes of this Section 4(d), "Additional Shares of Common" shall mean all shares of Common Stock issued (or, pursuant to Section 4(d)(iii), deemed to be issued) by the Corporation after the Original Issue Date, other than issuances or deemed issuances of:

(1) up to 8,521,888 shares of Common Stock (as adjusted for Recapitalizations with respect to the Common Stock) (the "Cap") issued or issuable to managers, executive committee managers, officers, employees, directors, executive committee members, consultants, placement agents and other service providers of the Corporation (or any subsidiary) pursuant to stock, share grants, option plans, purchase plans, agreements or other employee stock incentive programs or arrangements approved by the Board of Directors or Executive Committee (which Cap includes currently outstanding Options to purchase an aggregate of 5,419,847 shares of Common Stock (but excluding, for avoidance of doubt, the Common Shares issued pursuant to the Val Vaden Restricted Shares Agreement) as well as 3,102,041 reserved but unissued shares of Common Stock currently subject to the Stock Option Plan) (provided that any shares returned to the Stock Option Plan in the future as a result of cancellation of Options or repurchases of shares of Common Stock (other than return of the shares subject to the Val Vaden Restricted Shares Agreement) may be re-issued and provided further that the Cap will be increased by the number of shares of P-1 Common Stock that are forfeited to this Corporation as a result of termination of employment of service of the holders of any such shares of P-1 Common Stock);

(2) Common Stock issued or issuable pursuant to the Delaware Reorganization (as such term is defined in the Purchase Agreement) or pursuant to the conversion or exercise of any convertible securities, options or warrants outstanding as of the Original Issue Date;

(3) Common Stock issued or issuable as a dividend or distribution on the Preferred Stock or pursuant to any event for which an adjustment to the Series B Conversion Price is made pursuant to Section 4(e) or Section 4(g);

(4) Common Stock issued or issuable pursuant to a Qualified IPO;

(5) Common Stock issued or issuable pursuant to the acquisition of another corporation, entity or business by the Corporation by merger, purchase of substantially all of the assets or equity interests or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Board of Directors or Executive Committee (which approval, in either case, must include the approval of the Series B Director) and the primary purpose thereof is not capital raising;

(6) Common Stock issued or issuable to banks, equipment lessors or other financial institutions pursuant to a commercial leasing or debt financing transaction approved by the Board of Directors or Executive Committee (which approval, in either case, must include the approval of the Series B Director) and the primary purpose thereof is not capital raising;

(7) Common Stock issued or issuable to Tom Terry pursuant to the Collateral Pledge Agreement between him and the Company dated May 4, 2006, as amended on November 1, 2006 and as modified by the Tom Terry Acknowledgment executed and delivered in connection with the transactions contemplated by the Purchase Agreement;

(8) Common Stock issued or issuable directly or indirectly upon exercise of the warrant issued to Silicon Valley Bank after the date of the Purchase Agreement to purchase no more than 68,881 shares (on a Common Stock equivalent basis) ;

(9) Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors or Executive Committee (which approval, in either case, must include the approval of the Series B Director) and the primary purpose thereof is not capital raising;

(10) Common Stock issued or issuable to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors or Executive Committee (which approval, in either case, must include the approval of the Series B Director) and the primary purpose thereof is not capital raising; or

(11) Common Stock deemed issued as a result of an adjustment to the Series B Conversion Price pursuant to Section 4(d)(iv).

(ii) No adjustment in the Series B Conversion Price shall be made in respect of the issuance or deemed issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to Section 4(d)(v)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Series B Conversion Price in effect immediately prior to such issuance.

(iii) In the event the Corporation at any time or from time to time after the date of the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Series B Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), 4(f) and 4(g) hereof), the Series B Conversion Price and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to Section 4(d)(iii)(2) above shall have the effect of increasing the Series B Conversion Price to an amount above the Series B Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Series B Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised;

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Series B Conversion Price that became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Series B Conversion Price shall be adjusted pursuant to this Section 4(d)(iii) as of the actual date of their issuance; and

(6) in the event of any change (by amendment or otherwise, other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), 4(f) and 4(g) hereof) in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon the exercise of such Options or upon the conversion of or in exchange for such Convertible Securities, the Series B Conversion Price (to the extent the Series B Conversion Price is in any way affected by or computed using such Options or Convertible Securities), shall be recomputed to reflect such change.

(iv)

(1) Before the Full Ratchet Termination Date, in the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) without consideration or for a consideration per share less than the Series B Conversion Price in effect on the date of and immediately prior to such issue (a "Dilutive Issuance"), then the Series B Conversion Price shall be reduced, concurrently with such issue, to the lowest price per share of Common Stock (calculated in accordance with this Section 4(d)) of such Dilutive Issuance, provided that in no event will the Series B Conversion Price be reduced below the Series B Conversion Floor pursuant to this Section 4(d)(iv)(1).

(2) After the Full Ratchet Termination Date, in the event of a Dilutive Issuance, then the Series B Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest 1/100,000th cent) determined by multiplying the Series B Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by this Corporation for the total number of Additional Shares of Common so issued would purchase at the Series B Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued, provided that in no event will the Series B Conversion Price be reduced below the Series B Conversion Floor pursuant to this Section 4(d)(iv)(2). For the purposes of this subsection 4(d)(iv)(2), all shares of Common Stock issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(v) For purposes of this Section 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors, subject to the right of holders of a majority of the Series B Preferred Stock to challenge such determination; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as determined in good faith by the Board of Directors.

(2) The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to Section 4(d)(iii) shall be determined by dividing:

(a) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(b) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(vi) For avoidance of doubt, the Conversion Prices related to each series of the Series A Preferred Stock will not be adjusted pursuant to this Section 4(d).

(e) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Original Issue Price of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock

or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Original Issue Price of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above ("Liquidation Rights"), if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (1) such adjustments and readjustments, (ii) the Conversion Price at the time in effect 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 Preferred Stock.

(i) Notices of Record Date. In the event that this Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any Deemed Liquidation Event;

then, in connection with each such event, this Corporation shall send to the holders of the Preferred Stock at least 10 calendar days' prior written notice of the date on which a record shall be taken for such Distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above. Such

written notice shall be given by first class mail (or express courier), postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed. The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the vote or written consent of the holders of a majority of the Preferred Stock, voting together as a single class (which must include the approval of holders of a majority of the Series B Preferred Stock, voting as a single class).

(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 shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the 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 then outstanding shares of the Preferred Stock, 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 purpose.

5. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock (including each series thereof) and the holders of Common Stock (including each series thereof) shall vote together as a single class and not as separate classes.

(b) No Series Voting. Other than as provided herein or required by law, there shall be no series voting. For avoidance of doubt, except as required by law, the holders of P-1 Common Stock shall have no right to vote separately as a class on any matter.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Series B Director. At each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, the holders of Series B Preferred Stock, voting as a separate class, shall be entitled to elect the number of directors (the "Series B Directors") such that the total number of Series B Directors equals (i) at least 10% of the total members of the Board of Directors (rounding such number of directors that constitute Series B Directors up to the nearest whole number of directors), until a Secondary Closing (as defined in the Purchase Agreement) occurs and Outfitter Ventures, LLC (or its assignee) has invested at least \$999,999 in Secondary Closings (the "First Trigger"), (ii) after the First Trigger and

before the Second Trigger (as defined below), at least 20% of the total members of the Board of Directors (rounding such number of directors that constitute Series B Directors down to the nearest whole number of directors), and (iii) after an Optional Closing (as defined in the Purchase Agreement) has occurred and Outfitter Ventures, LLC (or its assignee) has invested at least \$999,999 in Optional Closings (the "Second Trigger"), at least 20% of the total members of the Board of Directors (rounding such number of directors that constitute Series B Directors up to the nearest whole number of directors). For avoidance of doubt, if there is one Series B Director and a total of five members of the Board of Directors, each of Section 5(d)(i), Section 5(d)(ii) and Section 5(d)(iii) will be satisfied. All additional members of the Corporation's Board of Directors shall be elected by the holders of Common Stock and Preferred Stock, voting together as a single class.

(e) Adjustment in Authorized Common Stock. Notwithstanding Section 242(b) 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 of Common Stock then outstanding) by an affirmative vote of the holders of a majority of the stock of the Corporation.

(f) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

6. Amendments and Changes. As long as any shares of Series B Preferred Stock are outstanding, the Corporation shall not (either directly or indirectly through merger, consolidation or otherwise), without first obtaining the approval (by vote or written consent as provided by law) of the holders of more than 50% of the outstanding shares of Series B Preferred Stock:

(a) alter or change the rights, preferences or privileges of the Series B Preferred Stock or amend or waive any provision of this Certificate of Incorporation or the Corporation's Bylaws directly relating to the Series B Preferred Stock (including the portion of the Corporation's Bylaws related to the Executive Committee);

(b) increase or decrease the authorized number of shares of Preferred Stock (or any class thereof);

(c) create (by reclassification or otherwise) any new class or series of securities (or Options or Convertible Securities related thereto) having rights, preferences or privileges senior to or on parity with the Series B Preferred Stock;

(d) issue or agree to issue any shares of Series B Preferred Stock, other than pursuant to the Purchase Agreement.

(e) dissolve, liquidate or wind up, unless such dissolution, liquidation or winding up immediately follows and is in connection with a Liquidation Event structured as a sale of all or substantially all of the assets of the Corporation;

(f) pay, make or declare, effect or agree to any Distribution except in connection with a Deemed Liquidation and in a manner consistent with Section 3;

(g) enter into any transaction or agreement with any Affiliate of the Corporation or any Immediate Family Member of any Affiliate of the Corporation, or any transaction or agreement in which any such Affiliate or Immediate Family Member has a material interest (with materiality measured from the perspective of such Affiliate or Immediate Family Member);

(h) increase or decrease the size of the Board of Managers or the Executive Committee; or

(i) amend this Section 6.

7. Reissuance of Stock.

(a) In the event that any shares of Preferred Stock shall be converted pursuant to Section 4 or repurchased by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by this Corporation.

(b) In the event that any shares of P-1 Common Stock are repurchased or redeemed by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by this Corporation.

8. Notices. Any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE IX

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director; provided, however, that this provision shall not eliminate or limit the liability of a

director (i) for any breach of the director's duty of loyalty to the Corporation or to its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for the payment of a dividend or the payment for the purchase or redemption of the Corporation's stock in violation of Section 174 of the General Corporation Law of the State of Delaware; or (iv) for any transaction from which the director derived an improper personal benefit.

2. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE IX, nor the adoption of any provision of this Corporation's Certificate of Incorporation inconsistent with this ARTICLE IX, shall eliminate or reduce the effect of this ARTICLE IX, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE IX, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE X

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

Dated this 27th day of December 2007.

/s/Amy J. Inlander
Amy J. Inlander, Incorporator
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601

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