

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
LargeSmall Systems, Inc.		12/23/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OneSpot, Inc.		
Street Address:	P.O. Box 66071		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78766		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77150605	LARGESMALL	
Serial Number:	77307513	ONESPOT	
Serial Number:	77500994	PUBLISHING AS A SERVICE	
Serial Number:	77501776	ONE SPOT	
CORRESPONDENCE DATA			
Fax Number:	(713)615-5803		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-758-1105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street		
Address Line 2:	2500 First City Tower		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	LAR321		
NAME OF SUBMITTER:	W. Scott Brown		

CH \$115.00 77150605

Signature:

/wsb/

Date:

01/06/2009

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 THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "LARGESMALL SYSTEMS, INC.", CHANGING ITS NAME FROM "LARGESMALL SYSTEMS, INC." TO "ONESPOT, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2008, AT 10:24 O'CLOCK A.M.

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

4132940 8100

081223143

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



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 7044398

DATE: 12-23-08

TRADEMARK
REEL: 003914 FRAME: 0090

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

OF

LARGESMALL SYSTEMS, INC.
(a Delaware corporation)

**(Pursuant to Sections 228, 242 and 245 of the
General Corporation Law of the State of Delaware)**

LargeSmall Systems, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the "DGCL"), hereby certifies as follows:

1. That the name of the corporation is LargeSmall Systems, Inc. and that the corporation was originally incorporated pursuant to the DGCL on March 28, 2006 under the name LargeSmall Systems, Inc.

2. Pursuant to Sections 228, 242 and 245 of the DGCL, this Amended and Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of the corporation.

3. The text of the Certificate of Incorporation of the corporation is hereby restated in its entirety to read as follows:

ARTICLE ONE

The name of the corporation is OneSpot, Inc. (the "Corporation").

ARTICLE TWO

The address of the registered office of the Corporation in the State of Delaware is 615 South Dupont Highway, City of Dover, County of Kent, Delaware 19901. The name of the registered agent at that address is Capital Services.

ARTICLE THREE

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may now or hereafter be organized under the DGCL.

ARTICLE FOUR

Section 1. AUTHORIZED CAPITAL STOCK. The total number of shares of capital stock that the Corporation shall have authority to issue is 18,850,000 consisting of 12,500,000 shares of common stock, par value \$0.001 per share (the "Common Stock"), and 6,350,000 shares of preferred stock, par value \$0.001 per share (the "Preferred Stock").

The Board may decrease the number of shares designated for any existing series of the Preferred Stock (but not below the number of shares of such series of the Preferred Stock then outstanding).

Each share of the Preferred Stock within an individual series shall be identical in all respects with the other shares of such series, except as to the date, if any, from which dividends on such share shall accumulate and other details which because of the passage of time are required to be made in order for the substantive rights of the holders of the shares of such series to be identical.

The Corporation may purchase, directly or indirectly, its own shares to the extent that may be allowed by law.

Except as may be otherwise specifically set forth in the designations for a series of Preferred Stock, the number of authorized shares of any class or series of stock of the Corporation may be increased or decreased (but not below the number of shares of such class or series then outstanding) by an amendment to this Certificate of Incorporation approved by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote on such amendment voting together as a single class, and no such class or series of stock shall be entitled to vote on such amendment as a separate class.

Section 2. DESIGNATION OF SERIES A PREFERRED STOCK. 6,350,000 shares of Preferred Stock are designated as the Corporation's Series A Convertible Preferred Stock (the "**Series A Preferred Stock**"). The voting powers, preferences and relative participation, optional or other special rights and privileges and qualifications, limitations or restrictions are as set forth below:

2.1 Dividends.

(a) Series A Preferred Stock. The holders of the outstanding shares of Series A Preferred Stock shall be entitled to receive dividends from time to time out of any assets legally available for payment of dividends, when, as, and if declared by the Board, at the annual rate of \$0.0616 per share (as adjusted for any stock splits, stock dividends, recapitalizations, combinations or similar transactions), prior and in preference to any declaration or payment of any dividend (payable other than solely in shares of Common Stock or other securities and rights convertible into or entitling the holder of such rights to receive solely shares of Common Stock of the Corporation) on the Common Stock or Equity Securities ranking junior to the Series A Preferred Stock with respect to dividends. Dividends on the Series A Preferred Stock shall not be cumulative. All declared but unpaid dividends on each share of Series A Preferred Stock shall be payable in cash upon the liquidation, dissolution or winding up of the Corporation as provided in Section 2.2 of this Article Four, and shall be payable upon any conversion in the manner provided in Section 2.5 of this Article Four.

(b) Participation Rights. If the Board shall declare additional dividends out of funds legally available for payment of dividends in that calendar year, then the aggregate amount of such additional dividends shall be distributed to the holders of Common Stock, Series A Preferred Stock and any other Equity Securities convertible into Common Stock

that, by their terms, are entitled to participate in dividends declared on the Common Stock, in each case pro rata according to the number of shares of Common Stock held by such holders, where each holder of shares of Series A Preferred Stock or such other Equity Securities is treated for this purpose as holding the greatest whole number of shares of Common Stock then issuable upon conversion of all shares of Series A Preferred Stock or such other Equity Securities held by such holder.

(c) Non-Cash Dividends. Whenever a dividend provided for in this Section 2.1 of Article Four shall be payable in property other than cash, the amount or value of such dividend shall be deemed to be the Fair Market Value of such property.

2.2 Liquidation Preference.

(a) Series A Preferred Stock. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of shares of the Series A Preferred Stock then outstanding shall be entitled to receive, prior and in preference to any payment or distribution and setting apart for payment or distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock and to the holders of any Equity Securities ranking junior to the Series A Preferred Stock with respect to liquidation, an amount (the "**Liquidation Preference**") for each share of Series A Preferred Stock then held by them equal to \$.77 (as adjusted for any stock splits, stock dividends, recapitalizations, combinations or similar transactions with respect to such shares after the filing date of this Certificate of Incorporation, the "**Original Issue Price**") plus all declared but unpaid dividends on the Series A Preferred Stock to and including the date of payment of such Liquidation Preference. If, upon the occurrence of such event, the assets and funds legally available for distribution among the holders of shares of Series A Preferred Stock shall be insufficient to permit the payment to such holders of their full preferential amounts (including the full Liquidation Preference), then the entire assets and funds of the Corporation legally available for distribution to such holders shall be distributed ratably among the holders of the Series A Preferred Stock based upon the aggregate Liquidation Preferences of the shares of Series A Preferred Stock held by each such holder.

(b) Participation Rights. If the assets and funds of the Corporation legally available for distribution to the Corporation's stockholders exceed the aggregate preferential amounts payable to the holders of Series A Preferred Stock pursuant to Section 2.2(a) of this Article Four, then, after such preferential amounts (including the full Liquidation Preference) shall have been paid or irrevocably set apart for payment, the remaining assets and funds of the Corporation available for distribution to the Corporation's stockholders shall be distributed ratably among the holders of shares of Series A Preferred Stock, Common Stock and any other Equity Securities entitled pursuant to their terms to participate with the Common Stock in the distribution of such remaining assets and funds, in each case in accordance with their terms (where each outstanding share of Series A Preferred Stock is treated for this purpose as having been converted into the largest number of shares of Common Stock into which such share of Series A Preferred Stock could then be converted pursuant to Section 2.4 of this Article Four).

(c) Merger, Sale of Assets or Sale of Control. For purposes of this Section 2.2 of Article Four, unless the holders of at least 60% of the Series A Preferred Stock then outstanding elect otherwise by written notice to the Corporation at least five days prior to the effective date of such event, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, and the holders of Series A Preferred Stock shall be entitled to receive in cash, securities or other property (valued at Fair Market Value) in the amounts as specified in Section 2.2(a) and Section 2.2(b) above at the closing of (i) (A) a consolidation or merger of the Corporation with or into one or more other corporations or other business organizations; or (B) a consolidation or merger of a Subsidiary with or into one or more corporations or other business organizations in which the Corporation issues shares of its capital stock; or (C) any other form of corporate reorganization in which outstanding shares of the Corporation are exchanged for or converted into cash, securities of another corporation or business organization or other property, unless, in each case, the Corporation's stockholders of record immediately prior to such event shall (by virtue of the securities issued as a part of such event) hold at least 50% of the voting power of the surviving or acquiring Person immediately following such event; (ii) the sale, lease or transfer, in a single transaction or series of related transactions, by the Corporation or any Subsidiary of all or substantially all of the assets of the Corporation and its Subsidiaries taken as a whole; or (iii) an issuance of stock by the Corporation or a transfer of stock by the stockholders of the Corporation in a transaction to which the Corporation is a party, in either case that results in the Corporation's stockholders of record immediately prior to such event (by virtue of such event) holding less than 50% of the voting power of the Corporation immediately following such event; provided, that, for purposes of this Section 2.2(c) of this Article Four, (x) all shares of Common Stock issuable upon exercise of Options (as defined below) or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such event shall be deemed to be outstanding immediately prior to such event and (y) any issuance of stock by the Corporation in a bona fide financing transaction in exchange for cash or conversion or exchange of indebtedness shall not be deemed a liquidation, dissolution or winding up.

(d) Liquidation Notice. The Corporation shall give written notice of any liquidation, dissolution or winding up (or any transaction which might reasonably be deemed to be a liquidation, dissolution or winding up pursuant to Section 2.2(c) of this Article Four) to each holder of Series A Preferred Stock not less than 20 days prior to such liquidation, dissolution, winding up or transaction. Each holder of Series A Preferred Stock may convert all or any portion of the Series A Preferred Stock into Common Stock at any time on or prior to the date on which such holder's right to convert such shares to Common Stock terminates pursuant to Section 2.4 of this Article Four.

(e) Contractual Enforcement of Deemed Liquidation Events. The Corporation shall not have the power to effect any transaction constituting or deemed to be a liquidation, dissolution or winding up pursuant to Section 2.2(c) of this Article Four (each, a "**Deemed Liquidation Event**") unless, in the case of a merger, consolidation or other corporate reorganization pursuant to subpart (i) thereof or a sale of voting control pursuant to subpart (iii) thereof, the agreement or plan of merger or consolidation provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with this Section 2.2 of this Article Four. In the event of a Deemed Liquidation Event pursuant to subparts (ii) of Section 2.2(c) of this Article Four, if the

Corporation does not effect a dissolution of the Corporation under the DGCL within 30 days after such Deemed Liquidation Event, then (i) the Corporation shall deliver a written notice to each holder of Series A Preferred Stock not later than 30 days after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following subpart (ii) to require the redemption of such shares of Series A Preferred Stock and (ii) the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation) (the “**Net Proceeds**”) to redeem, to the extent legally available therefor, on the 45th day after such Deemed Liquidation Event (the “**Liquidation Redemption Date**”), all outstanding shares of Series A Preferred Stock at a price per share equal to the aggregate amounts that would have been payable to the holders of Series A Preferred Stock in accordance with this Section 2.2 of this Article Four if such dissolution had been effected immediately following such Deemed Liquidation Event. In the event of a redemption pursuant to the preceding sentence, if the Net Proceeds are not sufficient to redeem all outstanding shares of Series A Preferred Stock, or if the Corporation does not have sufficient lawfully available funds to effect such redemption, the Corporation shall redeem a pro rata portion of each holder’s shares of Series A Preferred Stock to the fullest extent of such Net Proceeds or such legally available funds, as the case may be, and, where such redemption is limited by the amount of legally available funds, the Corporation shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. Prior to the distribution or redemption provided for in this section, the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in the ordinary course of business.

(f) **Allocation of Escrow.** In the event of a Deemed Liquidation Event, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, the relevant agreement shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Corporation in accordance with this Section 2.2 of this Article Four as if the Initial Consideration were the only consideration payable in connection with such transaction and (ii) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with this Section 2.2 of this Article Four after taking into account the previous payment of the Initial Consideration as part of the same transaction.

2.3 **Voting Rights.**

(a) **General.** On any matters presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders (or by written consent of stockholders in lieu of a meeting), each holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the largest number of whole shares of Common Stock into which all shares of Series A Preferred Stock held of record by such holder could then be converted pursuant to Section 2.4 of this Article Four at the record date for the determination of the stockholders entitled to vote on such matters or, if no such

record date is established, at the date such vote is taken or any written consent of stockholders is first executed. The holders of shares of Series A Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation (the "Bylaws"). Except as provided by law or by the provisions of Section 2.3(b) or 2.3(c) of this Article Four, the holders of shares of Series A Preferred Stock shall vote together and not as separate classes or series with the holders of the Common Stock and with the holders of shares of any other series of Preferred Stock the terms of which so provide.

(b) Directors. The holders of shares of Series A Preferred Stock, voting as a separate class, shall be entitled to elect one director of the Corporation (the "**Series A Director**") and the holders of the shares of Common Stock, voting as a separate class, shall be entitled to elect one director of the Corporation. Any director elected as provided in the preceding sentence may be removed with or without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. The holders of shares of Common Stock and of all other classes or series of voting stock (including the Series A Preferred Stock), voting together and not as separate classes or series, shall be entitled to elect the remaining directors of the Corporation. At any meeting at which one or more directors are to be elected, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series.

(c) Preferred Stock Voting Rights. At any time when at least 500,000 shares of Series A Preferred Stock (as adjusted for any stock splits, stock dividends, recapitalizations, combinations or similar transactions) are outstanding, in addition to any other vote required by law or the Certificate of Incorporation, the Corporation shall not, either directly or by amendment, merger, consolidation or otherwise, without the written consent or affirmative vote of the holders of at least 60% of the outstanding shares of Series A Preferred Stock, consenting or voting as a separate class:

(i) liquidate, dissolve or wind-up the business and affairs of the Corporation;

(ii) effect or permit any Subsidiary to effect any Deemed Liquidation Event, other than a transaction that is approved by the Board (including the Series A Director) and that would result in proceeds (in the form of cash or publicly traded securities) to the holders of shares of Series A Preferred Stock with a value of at least four times the Liquidation Preference;

(iii) amend, alter or repeal any provision of this Certificate of Incorporation or the Corporation's Bylaws in any manner that would adversely affect the rights, preferences or privileges provided for in this Certificate of Incorporation for the benefit of the Series A Preferred Stock;

(iv) increase or decrease (other than by redemption or conversion) the total number of authorized shares of any class or series of Equity Securities;

(v) authorize (or reclassify or convert any existing Equity Securities into) any class or series of Equity Securities (other than Common Stock and Series A Preferred Stock) ranking senior to or on a parity with the Series A Preferred Stock as to dividend or redemption rights, liquidation preferences, conversion rights, voting rights or otherwise;

(vi) declare or pay any cash or other dividend or make any other distribution of any kind on shares of Common Stock or other Equity Security;

(vii) purchase, retire, redeem or acquire or pay or set aside money for the purchase, retirement, redemption or acquisition of any Common Stock or other Equity Security, or permit any Subsidiary to take any such action; provided, that this restriction shall not apply to the repurchase of shares of Common Stock from directors or employees of or consultants or advisors to the Corporation or any Subsidiary pursuant to agreements under which the Corporation has the option to repurchase such shares upon the termination of employment by or service to the Corporation or any Subsidiary, provided that the purchase price with respect to such shares of Common Stock does not exceed the price paid by such director or employee upon acquisition of such shares of Common Stock;

(viii) adopt any stock option, stock purchase, stock incentive, stock appreciation right, restricted stock, restricted stock unit or other plan or arrangement, other than an Approved Plan;

(ix) increase the number of Equity Securities reserved with respect to any stock option plan, stock incentive plan, stock appreciation right, restricted stock, restricted stock unit or other plan or arrangement, other than an Approved Increase; or

(x) increase or decrease the authorized number of directors constituting the Board to other than three members, other than an increase by one member pursuant to the terms of the Voting Agreement.

2.4 Conversion.

(a) Conversion Procedure.

(i) Any holder of shares of Series A Preferred Stock may, at any time or from time to time, convert all or any portion of the shares of Series A Preferred Stock (including any fraction of a share) held by such holder into a number of shares of Common Stock computed by multiplying the number of

shares of Series A Preferred Stock to be converted by the Original Issue Price, and dividing the result by the Conversion Price (as defined below) then in effect.

(ii) In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the conversion rights of the shares of Series A Preferred Stock shall terminate at the close of business on the last day preceding the date set for such liquidation, dissolution or winding up or the date of the consummation of the Deemed Liquidation Event.

(iii) In order for a holder of shares of Series A Preferred Stock to voluntarily convert shares of Series A Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock (or, if such registered holder claims that such certificate has been lost, stolen or destroyed, an affidavit of loss and an agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the presentment of such certificate to the Corporation), at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series A Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice (or the later occurrence of any event on which such conversion is contingent, if applicable) shall be the time of conversion, and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date.

(iv) As soon as possible after the later of any conversion of shares of Series A Preferred Stock or the delivery and surrender of the certificate or certificates for such converted shares of Series A Preferred Stock (but in any event within three business days), the Corporation shall deliver to the converting holder:

(A) a certificate or certificates representing the number of shares of Common Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified;

(B) a certificate representing any shares of Series A Preferred Stock which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted;

(C) cash in lieu of any fractional share as provided in Section 2.4(a)(vi) of this Article Four; and

(D) cash or a certificate or certificates representing shares of Common Stock in payment of all declared but unpaid dividends as provided in Section 2.4(a)(vii) of this Article Four.

(v) The issuance of certificates for shares of Common Stock upon conversion of shares of Series A Preferred Stock shall be made without charge to the holders of such shares of Series A Preferred Stock for any issuance tax in respect of such issuance or other cost incurred by the Corporation in connection with such conversion and the related issuance of shares of Common Stock, other than any transfer taxes resulting from the transfer of converted shares to a Person or Persons other than the converting holder. Upon conversion of each share of Series A Preferred Stock, the Corporation shall take all such actions as are necessary in order to insure that the Common Stock issuable with respect to such conversion shall be validly issued, fully paid and nonassessable.

(vi) If any fractional interest in a share of Common Stock would, except for the provisions of this Section 2.4(a)(vi), be deliverable upon any conversion of shares of Series A Preferred Stock, the Corporation, in lieu of delivering such fractional share, shall pay an amount to the holder of such fractional interest equal to the Fair Market Value of such fractional interest as of the date of conversion. All shares issuable to a holder on any date shall be aggregated for purposes of determining whether a fractional interest shall result from any conversion on such date.

(vii) All declared but unpaid dividends on shares of Series A Preferred Stock to be converted shall be payable upon conversion of such shares in cash or, at the option of a majority of the Board, in shares of Common Stock having a Fair Market Value as of the date of conversion equal to the amount of such declared but unpaid dividends.

(viii) The Corporation shall at all times, when shares of Series A Preferred Stock are outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the

Corporation shall take such corporate action as may 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 best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

(ix) Any shares of Series A Preferred Stock that are converted pursuant to any provision of this Section 2.4 of this Article Four shall be canceled and shall constitute shares of Preferred Stock subject to designation by the Board as set forth in Section 1 of this Article Four.

(b) Conversion Price.

(i) The initial "Conversion Price" shall be the Original Issue Price per share of Series A Preferred Stock. In order to prevent dilution of the conversion rights granted under this subdivision, the Conversion Price also shall be subject to adjustment from time to time pursuant to this Section 2.4(b) of Article Four.

(ii) Weighted Average. If and whenever, on or after the date of this Certificate of Incorporation, the Corporation issues or sells, or is deemed to have issued or sold, any shares of its Common Stock for consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, or deemed issue or sale, then immediately upon such issue or sale, or deemed issue or sale, the Conversion Price of a share of Series A Preferred Stock shall be reduced to the price (calculated to the nearest one-hundredth of a cent) determined by multiplying the Conversion Price by a fraction:

(A) the numerator of which shall be (x) the number of shares of Common Stock outstanding immediately prior to such issue or sale or deemed issue or sale (assuming the exercise or conversion of all Options (as defined below) and Convertible Securities (as defined below) that are then exercisable or convertible), plus (y) the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of additional shares of Common Stock so issued or sold, or deemed issued or sold, would purchase at such Conversion Price; and

(B) the denominator of which shall be the number of shares of Common Stock outstanding immediately prior

to such issue or sale or deemed issue or sale (assuming the exercise or conversion of all Options and Convertible Securities that are then exercisable or convertible) plus the number of additional shares of Common Stock so issued or sold, or deemed issued or sold.

(iii) Notwithstanding the foregoing, the Corporation shall not be required to make any adjustment to the Conversion Price by reason of the issuance or deemed issuance of Common Stock when such issuance is (A) upon conversion of shares of Series A Preferred Stock; (B) as a dividend or distribution on the Series A Preferred Stock; (C) by reason of a subdivision (by any stock split, stock dividend, recapitalization, or otherwise) of the Common Stock or any other capital reorganization of the Common Stock that is covered by Sections 2.4(d) and (e) of this Article Four; (D) pursuant to any Approved Plan; or (E) in connection with an acquisition transaction, building or equipment lease transaction, bank loan transaction, or strategic alliance or partnering arrangement that is not primarily for equity financing purposes and that is approved by the Board (including the Series A Director).

(c) Effect on Conversion Price of Certain Events. For purposes of determining the adjusted Conversion Price under Section 2.4 of this Article Four, the following shall be applicable:

(i) If the Corporation in any manner issues or grants any options, warrants or similar rights ("**Options**") to subscribe for, purchase or acquire Common Stock or Equity Securities directly or indirectly convertible or exchangeable, with or without consideration, into or for Common Stock ("**Convertible Securities**") and the price per share for which Common Stock is issuable upon the exercise of such Options or upon conversion or exchange of such Convertible Securities is less than the Conversion Price in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options (in each case, as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercise, conversion or exchange but without regard to any provision for a subsequent adjustment of such number that is not able to be calculated at the time of issuance or grant) shall be deemed to be outstanding and to have been issued and sold by the Corporation for such price per share for which Common Stock is issuable. For purposes of this Section, the "price per share for which Common Stock is issuable" shall be determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the issuance or sale of such Convertible Securities and the conversion or

exchange of such Convertible Securities by (B) the number of shares of Common Stock deemed to have been issued and sold by the Corporation pursuant to such Options or Convertible Securities. No further adjustment of the Conversion Price shall be made when Convertible Securities are actually issued upon the exercise of such Options or when Common Stock is actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(ii) If the Corporation in any manner issues or sells any Convertible Securities and the price per share for which Common Stock is issuable upon such conversion or exchange is less than the Conversion Price in effect immediately prior to the time of such issue or sale, then the maximum number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities (in each case, as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercise, conversion or exchange but without regard to any provision for a subsequent adjustment of such number that is not able to be calculated at the time of issuance or grant) shall be deemed to be outstanding and to have been issued and sold by the Corporation for such price per share for which Common Stock is issuable. For the purposes of this Section, the "price per share for which Common Stock is issuable" shall be determined by dividing (A) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange of such Convertible Securities by (B) the number of shares of Common Stock deemed to have been issued and sold by the Corporation pursuant to such Convertible Securities. No further adjustment of the Conversion Price shall be made when Common Stock is actually issued upon the conversion or exchange of such Convertible Securities, and, if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustments of the Conversion Price had been or are to be made pursuant to other provisions of this Section 2.4 of Article Four, no further adjustment of the Conversion Price shall be made by reason of such issue or sale.

(iii) If the purchase price provided for in any Options, the consideration, if any, payable upon the conversion or exchange of any Convertible Securities, the number of shares of Common Stock or Convertible Securities issuable upon the exercise of any Options or the rate at which any Convertible Securities are convertible into or exchangeable for Common Stock changes at any time, the Conversion Price in effect at the time of such change shall be readjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration, changed number of shares or changed conversion rate, as the case may be, at the time initially granted, issued or sold.

(iv) Upon the expiration of any Option or the termination of any right to convert or exchange any Convertible Security without the exercise of any

such Option or right, the Conversion Price then in effect under this Certificate of Incorporation shall be adjusted to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Security, to the extent outstanding and not exercised, converted or exchanged immediately prior to such expiration or termination, never been issued.

(v) No adjustment pursuant to Sections 2.4(c)(iii) or (iv) of this Article Four shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (A) the Conversion Price on the original adjustment date or (B) the Conversion Price that would have resulted from any issuances or sales, or deemed issuances or sales, of Common Stock between the original adjustment date and such readjustment date.

(vi) If any Common Stock, Option or Convertible Security is issued or sold or deemed to have been issued or sold for cash, the consideration received for such Common Stock, Option or Convertible Security shall be deemed to be the net amount received by the Corporation for such Common Stock, Option or Convertible Security. In case any Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be the Fair Market Value of such Common Stock, Options or Convertible Securities as of the date of receipt. If any Common Stock, Option or Convertible Security is issued in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration for such Common Stock, Option or Convertible Security shall be deemed to be the Fair Market Value of such portion of the net assets and business of the non-surviving corporation as is attributable to such Common Stock, Options or Convertible Securities, as the case may be.

(vii) In case any Option is issued in connection with the issue or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Option by the parties to such transaction, the Option shall be deemed to have been issued for a consideration of \$0.001.

(viii) The number of shares of Common Stock outstanding at any given time does not include shares owned or held by or for the account of the Corporation or any Subsidiary, and the disposition of any shares so owned or held shall be considered an issue or sale of Common Stock.

(ix) In the event that the Corporation issues or sells, or is deemed to have issued or sold, any shares of its Common Stock for consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, or deemed issue or sale (the "**First Dilutive Issuance**"), then in the event that the Company issues or sells, or is deemed to have issued or sold, any shares of its Common Stock for consideration per share less than the Conversion Price in effect immediately prior to the time of such issue or sale, or deemed issue or sale other than the First Dilutive Issuance as a part of the same

transaction or series of related transactions as the First Dilutive Issuance (a “**Subsequent Dilutive Issuance**”), then and in each such case upon a Subsequent Dilutive Issuance the Conversion Price shall be reduced to the Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

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

(d) Subdivision or Combination of Common Stock. If the Corporation at any time subdivides (by any stock split, stock dividend, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced and, if the Corporation at any time combines (by reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(e) Reorganization, Mergers, Consolidations or Sales of Assets. Subject to Section 2.2(c) of this Article Four, if at any time or from time to time there shall be a capital reorganization of the Common Stock (other than a subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section 2.4 of this Article Four) or a merger or consolidation of the Corporation with or into another corporation, or the sale of all or substantially all of the Corporation’s properties and assets to any other person, then, as a part of such reorganization, merger, consolidation or sale, provision shall be made so that the holders of the Series A Preferred Stock shall, after such reorganization, merger, consolidation or sale, be entitled to receive upon conversion of the Series A Preferred Stock, the number of shares of stock or other securities or property of the Corporation (including cash), or of the successor corporation resulting from such merger or consolidation or sale, to which a holder of Common Stock deliverable upon conversion would have been entitled on such capital reorganization, merger, consolidation or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 2.4 of this Article Four with respect to the rights of the holders of the Series A Preferred Stock after the reorganization, merger, consolidation or sale to the effect that the provisions of this Section 2.4 of this Article Four (including adjustment of the Conversion Price and the number of shares purchasable upon conversion of Series A Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(f) Certain Events: No Impairment. If any event occurs of the type contemplated by the provisions of this Section 2.4 of this Article Four but not expressly provided for by such provisions, then the Board shall make an appropriate adjustment in the Conversion

Price so as to protect the rights of the holders of shares of Series A Preferred Stock; provided, that no such adjustment shall increase the Conversion Price as otherwise determined pursuant to this Section 2.4 of Article Four or decrease the number of shares of Common Stock issuable upon conversion of each share of Series A Preferred Stock.

(g) Notices. Immediately upon any adjustment of the Conversion Price, the Corporation shall give written notice of such adjustment to all holders of shares of Series A Preferred Stock.

(h) Automatic Conversion. All of the outstanding shares of Series A Preferred Stock shall be converted into Common Stock at the Conversion Price then in effect without any further action on the part of the Corporation or any holder of Series A Preferred Stock, (i) immediately prior to the time of and subject to the closing and funding of a Qualified Public Offering or (ii) the election of the holders of at least 60% of the then outstanding shares of Series A Preferred Stock. All holders of record of shares of Series A Preferred Stock shall be given written notice of any automatic conversion and the place designated for automatic conversion of all such shares of Series A Preferred Stock pursuant to this Section 2.4 of this Article Four. Such notice need not be given in advance. Upon receipt of such notice, each holder of shares of Series A Preferred Stock shall surrender his, her or its certificate or certificates for all such shares to the Corporation at the place designated in such notice. On the date of any such automatic conversion, all outstanding shares of Series A Preferred Stock shall be deemed to have been converted into shares of Common Stock, which shall be deemed to be outstanding of record, and all rights with respect to the Series A Preferred Stock so converted, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive the certificates and other items set forth in Section 2.4(a)(iii) of this Article Four. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing.

2.5 Registration of Transfer. The Corporation shall keep at its principal office a register for the registration of shares of Series A Preferred Stock. Upon the surrender of any certificate representing shares of Series A Preferred Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange for such surrendered certificate representing in the aggregate the number of shares of Series A Preferred Stock represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Series A Preferred Stock as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the shares of Series A Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such shares of Series A Preferred Stock represented by the surrendered certificate.

2.6 Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit without bond of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of

Series A Preferred Stock and, in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation or, in the case of any mutilation, upon surrender of such certificate the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Series A Preferred Stock represented by such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the shares of Series A Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

2.7 **Definitions.**

“**Affiliate**” means with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person and, in the case of an individual, includes any relative or spouse of such Person, or any relative of such spouse, who has the same home as such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. With respect to any holder of shares of Series A Preferred Stock, the term “Affiliate” shall also include any entity of which the holder is a partner or member, any partner, officer, director, member or employee of such holder and any venture capital, private equity or other investment fund now or hereafter existing of which the holder is a partner or member which is controlled by or under common control with one or more general partners of such holder or shares the same management company with such holder.

“**Approved Increase**” means any increase in the number of shares of Equity Securities available for awards that may be granted pursuant to any Approved Plan; provided such increase is approved by a majority of the Board (including the Series A Director).

“**Approved Plan**” means the LargeSmall Systems, Inc. 2006 Long Term Incentive Plan, any other written stock option, stock purchase, stock incentive, stock appreciation right, restricted stock, restricted stock unit or other plan or arrangement and any amendment to any of the foregoing (other than to increase the number of shares of Equity Securities available for awards that may be granted pursuant to such plan or arrangement); provided, that such plan, arrangement or amendment is approved by a majority of the Board (including the Series A Director).

“**Equity Security**” means any stock or similar security, including, without limitation, securities containing equity features and securities containing profit participation features, or any security convertible or exchangeable, with or without consideration, into or for any stock or similar security, or any security carrying any warrant or right to subscribe for or purchase any stock or similar security, or any such warrant or right.

“Fair Market Value” means for property other than cash, the fair market value of such property, determined as follows:

(a) for securities not subject to investment letters or other similar restrictions on free marketability,

(i) if traded on a securities exchange or the NASDAQ Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or market over the 30 day period ending three days prior to the closing of such transaction;

(ii) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30 day period ending three days prior to the closing of such transaction; or

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

(b) The method of valuation of securities subject to investment letters or other similar restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder’s status as an Affiliate or former Affiliate) shall take into account an appropriate discount (as determined in good faith by the Board) from the market value as determined pursuant to clause (a) above so as to reflect the approximate fair market value thereof.

“Person” means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or other entity or a governmental entity or any department, agency or political subdivision of any such entity.

“Qualified Public Offering” means any firm commitment underwritten offering by the Corporation of shares of Common Stock to the public pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, or any comparable statement under any similar federal statute then in force, in which (a) the aggregate cash proceeds to be received by the Corporation from such offering (without deducting underwriting discounts, expenses and commissions) are at least \$30,000,000 and (b) the price per share paid by the public for such shares is at least five times the Original Issue Price.

“Subsidiary” means any corporation more than 50% of the outstanding voting securities of which are owned by the Corporation or any Subsidiary, directly or indirectly, or a partnership or limited liability company in which the Corporation or any Subsidiary is a general partner or manager or holds interests entitling it to receive more than 50% of the profits or losses of the partnership or limited liability company.

“Voting Agreement” means the Voting Agreement, dated as of December 23, 2008, by and among the Corporation and certain stockholders of the Corporation, as such agreement may from time to time be amended in accordance with its terms.

2.8 Waiver. Any of the rights, powers or preferences of the holders of Series A Preferred Stock set forth herein may be defeased by the affirmative consent or vote of the holders of at least 60% of the shares of Series A Preferred Stock then outstanding; provided, that if any such defeasement is to a provision in this Certificate of Incorporation that requires a specific vote (such as requiring the vote of a specified percentage of a particular class of voting securities) to take an action under such provision or to take an action with respect to the matters described in such provision, such defeasement shall not be binding or effective unless such specific vote is obtained.

2.9 Notices. Except as otherwise expressly provided, all notices referred to in this Certificate of Incorporation shall be in writing or electronic communication and shall be delivered personally or mailed, certified mail, return receipt requested, or delivered by overnight courier service, or delivered in compliance with the DGCL, to (a) the Corporation, at its principal executive offices and (b) any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated in writing by any such holder), and shall be deemed to have been given upon delivery, if delivered personally or by electronic communication, three business days after mailing, if mailed, or one business day after delivery to the courier, if delivered by overnight courier service.

Section 3. RIGHTS AND PREFERENCES OF THE COMMON STOCK.

3.1 Priority. All voting powers, preferences, relative participation, optional, or other special rights and privileges and qualifications, limitations or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of any series of Preferred Stock.

3.2 Voting Rights. Except as otherwise required by law or this Certificate of Incorporation, (a) each holder of Common Stock shall have one vote in respect of each share of stock held by such stockholder of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of the stockholders of the Corporation and (b) the Common Stock shall vote together with all other classes and series of stock of the Corporation (including any series of Preferred Stock) as a single class on all actions to be taken by the stockholders of the Corporation. Subject to Section 2.3(c) of Article Four, 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 or reserved for the exercise of options or warrants or conversion of the Series A Preferred Stock) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, voting as a single class, irrespective of the provisions of Section 242(b)(2) of the DGCL.

3.3 Dividends. Subject to the preferential rights of any series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive, when, as, and if declared by the Board, out of the assets of the Corporation which are by law available for payment of dividends, dividends payable either in cash, in property, or in shares of capital stock.

ARTICLE FIVE

The business and affairs of the Corporation shall be managed by and under the direction of the Board. Except as otherwise provided in this Certificate of Incorporation, the exact number of directors of the Corporation shall be fixed by or in the manner provided in the Bylaws.

ARTICLE SIX

Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to adopt, amend or repeal in any respect any or all of the Bylaws.

ARTICLE SEVEN

Elections of directors need not be by written ballot unless the Bylaws shall so provide.

ARTICLE EIGHT

Meetings of stockholders of the Corporation 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 of applicable law) outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws.

ARTICLE NINE

To the fullest extent permitted by the DGCL, a director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the DGCL; or (d) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided in this Certificate of Incorporation, shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended. No amendment to or repeal of this Article Nine shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE TEN

To the fullest extent permitted by applicable law, the Corporation is also authorized to provide indemnification of (and advancement of expenses to) its agents (and any other persons to which Delaware law permits this Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors, or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL. Any repeal or modification of any of the foregoing provisions of this Article Ten shall not adversely affect any right or protection of a director, officer, agent, or other

person existing at the time of, or increase the liability of any director of this Corporation with respect to any acts or omissions of such director, officer, or agent occurring prior to, such repeal or modification.

ARTICLE ELEVEN

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by applicable laws, and all rights conferred upon stockholders in this Certificate of Incorporation are granted subject to this reservation.

[Signature Page Follows]

The undersigned, being the duly elected President of the Corporation, for the purpose of amending and restating the Certificate of Incorporation of the Corporation, does make this Certificate of Incorporation, hereby declaring and certifying that this is the act and deed of the Corporation and the facts stated in this Certificate of Incorporation are true, and accordingly has hereunto executed this Amended and Restated Certificate of Incorporation as a duly authorized officer of the Corporation this 23rd day of December, 2008.

/s/Nathan Matthew Cohen
Nathan Matthew Cohen, President

SIGNATURE PAGE TO
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION