

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
Netshops, Inc.		07/23/2009	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	Hayneedle, Inc.
Street Address:	12720 I Street
Internal Address:	Suite 200
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68137
Entity Type:	CORPORATION: NEBRASKA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3502978	CORAL COAST
Registration Number:	3189423	COFFEETABLESGALORE.COM
Registration Number:	3073550	CLOCKSTYLE
Registration Number:	3219046	NETSHOPS
Registration Number:	3115507	JEWELRYARMOIRE.COM
Registration Number:	3035091	DOGHOUSES.COM
Registration Number:	3075942	JUSTGLOBES.COM
Registration Number:	3031854	BEANBAGS.COM
Registration Number:	3017973	JUSTGLOBES.COM
Registration Number:	3015657	DIRECTORS CHAIRS.COM
Registration Number:	3028006	BAKERSRACKS.COM
Registration Number:	3185528	ADIRONDACKCHAIRS.COM
Registration Number:	3169468	J. HAMMOCK

OP \$540.00 3502978

Registration Number:	3355370	FIREPLACE SCREENS.COM
Registration Number:	2718948	HAMMOCKS.COM
Serial Number:	77738465	FIGHT SAMENESS
Serial Number:	77738461	
Serial Number:	77794145	I FOUND IT
Serial Number:	77790357	VARIETY, SWEET VARIETY
Serial Number:	77538426	HAYNEEDLE
Serial Number:	77476183	HAYNEEDLE

CORRESPONDENCE DATA

Fax Number: (402)346-1148
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 402-346-6000
Email: patrick.stephenson@kutakrock.com
Correspondent Name: Patrick C. Stephenson
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Patrick C. Stephenson
Signature:	/Patrick C. Stephenson/
Date:	08/19/2009

Total Attachments: 17
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ARTICLES OF RESTATEMENT (EIGHTH)
OF
ARTICLES OF INCORPORATION
OF
NETSHOPS, INC.

The undersigned, being a duly authorized officer of Netshops, Inc., acting pursuant to Section 21-20,122 of the Nebraska Business Corporation Act (Revised Statutes of Nebraska Sections 21-2001, et. seq.) (the “Act”), hereby certifies that pursuant to resolutions duly adopted by the Board of Directors and approved by the unanimous written consent of the shareholders of the Corporation on July 23, 2009, the Corporation hereby adopts Articles of Restatement (Eighth) of Articles of Incorporation of the Corporation (the “Eighth Restated Articles”), which shall amend and restate in their entirety the Articles of Restatement (Seventh) of Articles of Incorporation of the Corporation as filed with the Secretary of State of the State of Nebraska on February 2, 2009, to wit:

ARTICLE I

The name of the Corporation (herein called the “Corporation”) is “Hayneedle, Inc.”

ARTICLE II

The address of the registered office of the Corporation in the State of Nebraska shall be 12720 I Street, Suite 200, Omaha, NE 68137. The name of the registered agent of the Corporation at such address is Mark D. Hasebroock.

ARTICLE III

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

ARTICLE IV

1. Authorized Shares. The Corporation shall be authorized to issue 49,502,711 shares of all classes of stock, consisting of (i) 43,000,000 shares of Common Stock, \$0.00333 par value (the “Common Stock”), and (ii) 6,502,711 shares of Preferred Stock, \$0.01 par value (the “Preferred Stock”).

2. Common Stock. Each share of Common Stock shall be identical in all respects and for all purposes and entitled to: one vote in all proceedings in which action may or is required to be taken by shareholders of the Corporation; participate equally in all dividends

payable with respect to the Common Stock, as, if and when declared by the Board of Directors of the Corporation (the "Board") subject to any preference in favor of any class or series of Preferred Stock; and share ratably in all distributions of assets of the Corporation in the event of any voluntary or involuntary liquidation, or winding up of the affairs of the Corporation, subject to any rights and preferences in favor of any class or series of Preferred Stock.

3. Preferred Stock.

(i) Of the 6,502,711 authorized shares of Preferred Stock, 2,965,000 of the shares shall be designated "Series A Preferred Stock" (the "Series A Preferred Shares"); 2,425,860 of the shares will be designated "Series B Preferred Stock" (the "Series B Preferred Shares"); and 1,111,851 of the Shares will be designated "Series C Preferred Stock" (the "Series C Preferred Shares"). The Series A Preferred Shares, the Series B Preferred Shares and the Series C Preferred Shares are referred to herein, collectively, as the "Preferred Shares."

4. Dividends.

(i) The holders of the Preferred Shares shall not be entitled to any annual or other dividend, except when, as and if to the extent that dividends are declared and paid upon or set aside for any holders of Common Stock or any other class or series of the Corporation's equity securities ("Junior Stock"), and the holders of the Preferred Shares shall be entitled to share in such dividends pro rata in accordance with the number of shares of Common Stock into which such Preferred Shares are then convertible pursuant to Section 8.

5. Liquidation.

(i) Upon a Liquidation (as defined below), after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of the Preferred Shares shall be entitled to receive, on a pari passu basis, out of the remaining assets of the Corporation available for distribution to its shareholders, with respect to each Series A Preferred Share, Series B Preferred Share and Series C Preferred Share held by them, an amount equal to (i) in the case of a Series A Preferred Share, the sum of (u) \$4.2158516 (the "Series A Purchase Price"), as adjusted for stock splits, combinations and the like, and (v) an amount equal to 8% per annum of the Series A Purchase Price accruing daily and compounding annually (such sum, the "Series A Preference Amount"), (ii) in the case of a Series B Preferred Share, the sum of (w) \$16.489 (the "Series B Purchase Price"), as adjusted for stock splits, combinations and the like, and (x) an amount equal to 8% per annum of the Series B Purchase Price accruing daily and compounding annually (such sum, the "Series B Preference Amount") and (iii) in the case of a Series C Preferred Share, the sum of (y) \$26.982 (the "Series C Purchase Price"), as adjusted for stock splits, combinations and the like, and (z) an amount equal to 8% per annum of the Series C Purchase Price accruing daily and compounding annually (such sum, the "Series C Preference Amount") and, together with the Series A Preference Amount and the Series B Preference Amount, the "Preference Amounts"), each before any distribution shall be made to the holders of the Common Stock, or any other class or series of Junior Stock. If upon any Liquidation the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of Preferred Shares the full Preference Amounts to which they shall be entitled, the

holders of Preferred Shares shall share pro rata in any distribution of assets in accordance with their respective Preference Amounts.

(ii) After payments have been made in full pursuant to Section 5(a), any remaining assets shall be distributed pro rata to the holders of Common Stock based on the number of shares of Common Stock held by them.

(iii) Notwithstanding the foregoing, upon any Liquidation, the holders of the Preferred Shares shall be entitled to receive the greater of (i) the amount such holders would have received under Section 5(a) above, and (ii) the amount such holders would have received if such holders had converted their Preferred Shares into shares of Common Stock in accordance with Section 8.

(iv) “Liquidation” means (i) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, other than any dissolution, liquidation or winding up in connection with any reincorporation of the Corporation in another jurisdiction, (ii) any merger or consolidation of the Corporation into or with another entity (except one in which the holders of the capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the outstanding capital stock of the surviving entity in the same relative proportions as prior to such transaction), (iii) any sale, lease, license or other conveyance of all or substantially all of the assets of the Corporation, (iv) any other transaction or series of transactions pursuant to, or as a result of, which a single person (or group of Affiliated Persons) acquires (from the Corporation or directly from the shareholders of the Corporation) or holds capital stock of the Corporation representing a majority of the Corporation’s outstanding voting power, and (v) a sale (or multiple sales) of one or more subsidiaries of the Corporation (whether by way of merger, consolidation, reorganization or sale, lease, license or conveyance of all or substantially all assets or securities) which constitute all or substantially all of the consolidated assets of the Corporation (subsections (ii) through (v), collectively, a “Sale of the Corporation”). Notwithstanding the foregoing, (a) the sale of capital stock for capital raising purposes will not be treated as a Liquidation, (b) the holders of a majority of the outstanding Series C Preferred Shares may waive the treatment of such a transaction as a Liquidation with respect to the Series C Preferred Shares, (c) the holders of a majority of the outstanding Series B Preferred Shares may waive the treatment of such a transaction as a Liquidation with respect to the Series B Preferred Shares, and (d) the holders of a majority of the outstanding Series A Preferred Shares may waive the treatment of such a transaction as a Liquidation with respect to the Series A Preferred Shares.

(v) In the event of a Liquidation involving the sale of shares by shareholders of the Corporation or merger, consolidation or similar stock transaction, the “remaining assets of the Corporation available for distribution” shall be deemed to be the aggregate consideration to be paid to all shareholders participating in such Liquidation. In connection with such a Liquidation, the Corporation shall either (i) cause the definitive transaction document(s) to provide as a condition precedent to the consummation of such Liquidation for the conversion of the Preferred Shares into the right to receive an amount in cash equal to the applicable amount payable with respect to such Preferred Shares under this Section 5 (subject to the priorities and limitations set forth herein); or (ii) concurrently with the consummation of such Liquidation, cause the redemption of all outstanding Preferred Shares for an amount in cash equal to the

applicable amount payable with respect to such Preferred Shares under this Section 5 (subject to the priorities and limitations set forth herein). In connection with such a Liquidation, any Preferred Shares which shall continue to be outstanding after such Liquidation shall not be entitled to receive any Preference Amounts in respect thereof.

(vi) If any or all of the proceeds payable to the shareholders of the Corporation in connection with a Liquidation are in a form other than cash or marketable securities, the fair market value of such consideration shall be determined in good faith by the Board (including the Series A Director and Series B Director, each as defined below).

6. Mandatory Redemption.

(i) In the event that the Corporation's net revenues for the year ending December 31, 2010 (as reflected in its audited financial statements for such year) do not exceed \$62,500,000, the holders of at least 66 2/3% of the outstanding Preferred Shares (voting as a single class on an as-converted basis) (the "Supermajority Holders") may demand that the Corporation redeem (out of funds legally available for that purpose) all or any portion of the Preferred Shares then outstanding pro rata for a cash amount per share (the "Redemption Amount") equal to the Preference Amount applicable to such Preferred Shares. The Corporation shall deliver its audited financial statements for the year ended December 31, 2010 to each holder of Preferred Shares by no later than April 30, 2011 and the Supermajority Holders may exercise their redemption right hereunder by delivery to the Corporation of a notice (a "Mandatory Redemption Notice") requesting redemption of all or a part of the Preferred Shares by no later than June 1, 2011. If the Supermajority Holders deliver a Mandatory Redemption Notice to the Corporation by the close of business on June 1, 2011, the Corporation shall redeem all Preferred Shares for which redemption has been requested. All Preferred Shares to be redeemed under this Section 6 shall be considered redeemed for all purposes as of June 15, 2011 (the "Mandatory Redemption Date") and the Company shall pay the Redemption Amount with respect thereto in two equal installment payments on each of June 15, 2011, which payment shall be made against delivery to the Corporation or its agents of the certificate or certificates representing the shares to be redeemed, and on June 15, 2012 (each a "Redemption Payment Date"); provided that on the amount payable on June 15, 2012 shall also include an amount equal to 8% of the installment payment then payable.

(ii) If the Board determines in good faith that the Corporation does not have sufficient funds legally available to pay the Redemption Amount required to be paid on any Redemption Payment Date, then only those funds legally available for such purpose shall be used to pay the portion of the Redemption Amount due on such Redemption Payment Date and the holders of Preferred Shares requested to be redeemed pursuant to this Section 6 shall participate in any such partial payment of the Redemption Amount pro rata in accordance with the number of Preferred Shares requested to be redeemed. At any time and from time to time thereafter when additional funds become legally available for the payment of the Redemption Amount (as determined in good faith by the Board), such funds shall be used promptly to pay the balance of the Redemption Amount then due or past due, to the holders of the Preferred Shares redeemed pursuant to this Section 6 pro rata, in accordance with the number of Preferred Shares requested to be redeemed. During any time in which any portion of the provisions of this paragraph are being utilized by the Corporation (or are reasonably likely to need to be utilized by

the Corporation, as determined in good faith by the Board), the Corporation shall be prohibited from making (or allowing to be made) any payment of any form whatsoever to holders of Common Stock in respect of their Common Stock.

(iii) At any time on or after the Mandatory Redemption Date all rights in respect of the Preferred Shares redeemed on such date shall cease and terminate (other than the rights to receive his, her or its Redemption Right on the terms provided in this Section 6) and such shares shall no longer be deemed to be outstanding, whether or not the certificate or certificates representing such shares have been received by the Corporation.

(iv) The Preferred Shares shall not be redeemable at the option of the Corporation at any time.

7. Voting Rights.

(a) In addition to the rights provided by law, the holders of the Preferred Shares shall be entitled to vote on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as such holders of Common Stock, voting together with the holders of Common Stock as one class. Each Preferred Share shall entitle the holder thereof to such number of votes as shall equal the number of shares of Common Stock into which such Preferred Share is then convertible pursuant to Section 8. The affirmative vote of the holders of a majority of the Preferred Shares and Common Stock, voting together as one class, shall be sufficient to increase or decrease the number of authorized shares of Common Stock (but not below the number of shares at the time outstanding).

(b) The holders of the outstanding Series A Preferred Shares shall be entitled to elect one director of the Corporation at any election of directors (the "Series A Director"). The holders of the outstanding Series B Preferred Shares shall be entitled to elect one director of the Corporation at any election of directors (the "Series B Director"). The holders of the outstanding shares of Common Stock shall be entitled to elect three directors at any election of directors. The holders of the outstanding Preferred Shares, voting as a class on an as-converted basis, and the holders of the outstanding shares of Common Stock, voting as a class, shall be entitled to elect all remaining directors of the Corporation. Any director may be removed during his or her term of office, either 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, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to written consent. Any vacancy created by the resignation of a director may be filled only by the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director, either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders.

(c) The Corporation shall not (by amendment, merger, consolidation or otherwise) take any of the following actions without the prior written approval of (i) the holders of a majority of the outstanding shares of Series A Preferred Shares, (ii) the holders of a majority of the outstanding shares of Series B Preferred Shares, (iii) the holders of a majority of the

outstanding shares of Series C Preferred Shares and (iv) the holders of a majority of the outstanding shares of Common Stock held by Managers and Founders (as defined in the First Amendment to Amended Stockholders' Agreement dated as of April 12, 2007, as amended from time to time (the "Stockholders' Agreement")) who are employed by the Corporation at the time of the action (the "Employed Founders"); provided, however, that in the event that the employment of any Employed Founder is terminated by the Corporation without Cause, then such Employed Founder shall continue to be deemed an Employed Founder for purposes of this Section 7 notwithstanding such prior termination of employment ("Cause" means (i) the failure by the Employed Founder to perform his or her duties or observe Corporation policies, (ii) the Employed Founder's gross negligence or willful misconduct, (iii) the commission by the Employed Founder of any act of fraud, theft or financial dishonesty with respect to the Corporation, (iv) the Employed Founder's indictment, conviction of, or pleading no contest or nolo contendere to, any felony or a lesser crime involving dishonesty, (v) the breach by the Employed Founder of any agreement or contract with the Company or (vi) chronic absenteeism, alcohol or other substance abuse by the Employed Founder):

(i) (A) issue or authorize any options (other than options or other convertible securities (not to exceed options or convertible securities to purchase up to an aggregate of 5,241,219 shares of Common Stock, inclusive of options outstanding as of the filing date of these Eighth Restated Articles) issued to employees, officers and directors pursuant to the Corporation's 2004 Incentive Stock Plan, as amended), (B) issue or authorize any Equity Securities (as defined below) (other than Equity Securities issued in a non QIPO in which a major, nationally recognized investment banking firm is the lead underwriter), (C) issue any stock appreciation or similar rights, (D) create a bonus plan or program or issue any bonuses or agree to issue bonuses, the payment of which is contingent upon the occurrence of a Liquidation, change of control or similar event, (E) redeem or repurchase any debt or Equity Securities (other than (x) repurchases upon termination of service or employment of consultants, directors or employees pursuant to stock restriction agreements, or (y) exercise by the Corporation of contractual rights of first refusal or the redemption of shares of Preferred Stock pursuant to Section 6, above), (F) incur any indebtedness greater than \$1,000,000 in the aggregate, or (G) reprice any options;

(ii) effect or take any action that could result in a Liquidation, the sale of a material part of the Corporation, or the sale, lease, pledging or other disposition of assets outside the ordinary course of business;

(iii) effect any acquisition by the Corporation of any business (whether by purchase of stock or assets) for consideration in excess of \$1,000,000 not included in the annual operating budget;

(iv) make any changes in accounting methods or policies (other than as required by U.S. generally accepted accounting principles) or any change in the Corporation's auditors;

(v) pledge any assets (other than (A) in connection with capital leases or other purchase money security interests or (B) in connection with other financings that have been

previously approved by the holders of at least 66 2/3% of the outstanding shares of Preferred Stock (voting as a single class and on an as-converted basis));

(vi) effect any changes in the articles of incorporation or bylaws of the Corporation;

(vii) create any Subsidiary;

(viii) make investments in any other Person other than in the ordinary course of business;

(ix) alter the size of the Board;

(x) alter or amend the preferences, privileges or rights of the Preferred Stock or create any class of shares senior to or pari passu with the Preferred Stock; or

(xi) declare or pay any dividends (other than dividends on the Investor Shares).

At any time that the Corporation has any Subsidiary, it shall not permit such Subsidiary to take any of the foregoing actions set forth in this Section 7(c) (with all references to the Corporation deemed to be references to such Subsidiary) without the prior written approval of the holders of at least 66 2/3% of the outstanding Preferred Shares (voting as a single class and on an as-converted basis).

8. Optional Conversion.

(i) Upon the terms set forth in this Section 8, each holder of Preferred Shares shall have the right, at such holder's option, at any time and from time to time, to convert any such shares into the number of fully paid and nonassessable shares of Common Stock equal to the quotient obtained by dividing (i) the product of the either Series A Purchase Price, the Series B Purchase Price or the Series C Purchase Price, as applicable, and the number of Preferred Shares being converted, by (ii) the Conversion Price (as defined below), as last adjusted and then in effect, by surrender of the certificates representing the Preferred Shares to be converted. Upon the filing date of these Eighth Restated Articles the conversion price per share at which shares of Common Stock shall be issuable upon conversion of Preferred Shares (the "Conversion Price") shall be, as applicable, one-third of the Series A Purchase Price, one-third of the Series B Purchase Price or one-third of the Series C Purchase Price. The Conversion Price shall be subject to adjustment from time to time in accordance with Section 8 below.

(ii) Any holder of Preferred Shares may exercise the conversion right pursuant to paragraph (a) above by delivering to the Corporation the certificate or certificates for the shares to be converted, duly endorsed or assigned in blank or to the Corporation (if required by it), accompanied by written notice stating that the holder elects to convert such shares and stating the name or names (with address) in which the certificate or certificates for the shares of Common Stock are to be issued. Conversion shall be deemed to have been effected on the date when such delivery is made (the "Conversion Date"). As promptly as practicable thereafter, the Corporation shall issue and deliver to or upon the written order of such holder, to the place designated by such holder, a certificate or certificates for the number of full shares of Common

Stock to which such holder is entitled, and a cash amount in respect of any fractional interest in a share of Common Stock as provided in paragraph (c) below. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a shareholder of record on the applicable Conversion Date unless the transfer books of the Corporation are closed on that date, in which event such person shall be deemed to have become a shareholder of record on the next succeeding date on which the transfer books are open, but the Conversion Price shall be that in effect on the Conversion Date. Upon conversion of only a portion of the number of shares covered by a certificate representing shares of the Preferred Shares surrendered for conversion, the Corporation shall issue and deliver to or upon the written order of the holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the number of shares of such Preferred Shares representing the unconverted portion of the certificate so surrendered.

(iii) Upon conversion, the Corporation (unless otherwise requested by the holder of the Preferred Shares subject to conversion) will not issue fractional shares of its Common Stock, and shall distribute cash in lieu of such fractional shares. In lieu of any fractional shares of Common Stock which would otherwise be issuable upon the conversion of Preferred Shares, the Corporation shall pay to the holder of the Preferred Shares being so converted a cash adjustment in respect of such fractional interest in an amount equal to the then fair market value, as determined in good faith by the Board, of a share of Common Stock multiplied by such fractional interest.

(iv) The Conversion Price shall be subject to adjustment from time to time as follows:

(i) If the Corporation shall, at any time or from time to time after the filing date of these Eighth Restated Articles, issue any Equity Securities (as defined below) other than Excluded Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price for a series of Preferred Shares in effect immediately prior to the issuance of such Equity Securities, then such Conversion Price in effect immediately prior to each such issuance shall forthwith be lowered to a price determined by multiplying such Conversion Price by a fraction:

(A) the numerator of which shall be an amount equal to the sum of (x) the total number of shares of Common Stock outstanding (including any shares of Common Stock deemed to have been issued pursuant to subdivision (C) of clause (ii) below) immediately prior to such issuance, plus (y) the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such Conversion Price; and

(B) the denominator of which shall be an amount equal to the sum of (x) the total number of shares of Common Stock outstanding (including any shares of Common Stock deemed to have been issued pursuant to subdivision (C) of clause (ii) below) immediately prior to such issuance, plus (y) the number of shares of Common Stock so issued.

(ii) For the purposes of any adjustment of the Conversion Price pursuant to clause (i) above, the following provisions shall be applicable:

(A) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting therefrom any discounts, commissions or placement fees payable by the Corporation to any underwriter or placement agent in connection with the issuance and sale thereof.

(B) In the case of the issuance of Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined in good faith by the Board, irrespective of any accounting treatment.

(C) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock, or options to purchase or rights to subscribe for such convertible or exchangeable securities:

(1) the aggregate maximum number of shares of Common Stock deliverable upon exercise of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subdivisions (A) and (B) above), if any, received by the Corporation upon the issuance of such options or rights plus the minimum purchase price provided in such options or rights for the Common Stock covered thereby;

(2) the aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities, options, or rights were issued and for a consideration equal to the consideration received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the additional consideration, if any, to be received by the Corporation upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subdivisions (A) and (B) above);

(3) on any change in the number of shares or exercise price of Common Stock deliverable to the Corporation upon exercise of any such options or rights or upon conversions of or in exchange for such convertible or exchangeable securities, other than a change resulting from the antidilution provisions thereof, the Conversion Price shall forthwith be readjusted to such Conversion Price as would have been obtained had the adjustment made upon the issuance of such options, rights or securities not converted prior to such change or options or rights related to such securities not converted prior to such change been made upon the basis of such change; and

(4) on the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price shall forthwith be

readjusted to such Conversion Price as would have been obtained had the adjustment made upon the issuance of such options, rights, securities or options or rights related to such securities been made upon the basis of the issuance of only the number of shares of Common Stock actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities, or upon the exercise of the options or rights related to such securities and subsequent conversion or exchange thereof.

(iii) “Excluded Stock” means (1) up to 5,241,219 shares of Common Stock at any time issuable upon the exercise of options granted to directors, officers, bona fide consultants and employees of the Corporation (inclusive of options outstanding as of the filing date of these Eighth Restated Articles) issued pursuant to a Board-approved stock option or incentive plan, (2) shares of Common Stock issuable upon conversion of the Preferred Shares, (3) shares of Common Stock issuable upon the exercise of options, warrants or other securities exchangeable or exercisable for, or convertible into, shares of Common Stock that are outstanding as of the filing date of these Eighth Restated Articles and disclosed to the holders of the Preferred Shares pursuant to the Securities Purchase Agreement, dated as of on or around the filing date of these Eighth Restated Articles, among the Corporation and other parties thereto, (4) shares of Equity Securities issued by the Corporation in a bona fide acquisition of, or merger with, another business enterprise that has been approved by the Board (including the Series A Director and the Series B Director), and (5) shares of stock issued pursuant to a transaction described in Section 8(d)(iv) below. “Equity Securities” means all shares of capital stock of the Corporation, all securities convertible or exchangeable for shares of capital stock of the Corporation, and all options, warrants, and other rights to purchase or otherwise acquire from the Corporation shares of such capital stock, including any stock appreciation or similar rights, contractual or otherwise.

(iv) If, at any time after the filing date of these Eighth Restated Articles, the number of shares of Common Stock outstanding is increased by a stock dividend payable in shares of Common Stock or by a subdivision or split-up of shares of Common Stock, then, following the record date for the determination of holders of Common Stock entitled to receive such stock dividend, subdivision or split-up, the Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of the Preferred Shares shall be increased in proportion to such increase in outstanding shares. The provisions of this clause shall similarly apply to successive subdivisions or split-ups.

(v) If, at any time after the filing date of these Eighth Restated Articles, the number of shares of Common Stock outstanding is decreased by a combination or reverse split of the outstanding shares of Common Stock, then, following the record date for such combination, the Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of the Preferred Shares shall be decreased in proportion to such decrease in outstanding shares. The provisions of this clause shall similarly apply to successive combinations or reverse-splits.

(vi) Except in connection with a Liquidation, in the event of any capital reorganization of the Corporation, any reclassification of the stock of the Corporation (other than a change in par value or from no par value to par value or from par value to no par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or any consolidation

or merger of the Corporation, each share of the Preferred Shares shall after such reorganization, reclassification, consolidation, or merger be convertible into the kind and number of shares of stock or other securities or property of the Corporation or of the corporation resulting from such consolidation or surviving such merger to which the holder of the number of shares of Common Stock deliverable (immediately prior to the time of such reorganization, reclassification, consolidation or merger) upon conversion of such share of the Preferred Shares would have been entitled upon such reorganization, reclassification, consolidation or merger. The provisions of this clause shall similarly apply to successive reorganizations, reclassifications, consolidations or mergers.

(vii) All calculations under this paragraph shall be made to the nearest one hundredth (1/100) of a cent or the nearest one tenth (1/10) of a share, as the case may be.

(viii) In any case in which the provisions of this paragraph (f) shall require that an adjustment shall become effective immediately after a record date of an event, the Corporation may defer until the occurrence of such event (i) issuing to the holder of any share of the Preferred Shares converted after such record date and before the occurrence of such event the shares of capital stock issuable upon such conversion by reason of the adjustment required by such event in addition to the shares of capital stock issuable upon such conversion before giving effect to such adjustments, and (ii) paying to such holder any amount in cash in lieu of a fractional share of capital stock pursuant to paragraph (c) above; provided, however, that the Corporation shall deliver to such holder an appropriate instrument evidencing such holder's right to receive such additional shares and such cash.

(v) Whenever the Conversion Price shall be adjusted as provided in paragraph (d), the Corporation shall make available for inspection during regular business hours, at its principal executive offices or at such other place as may be designated by the Corporation, a statement, signed by its chief executive officer, showing in detail the facts requiring such adjustment and the Conversion Price that shall be in effect after such adjustment. The Corporation shall also cause a copy of such statement to be sent by nationally recognized overnight carrier or by first class certified mail, return receipt requested and postage prepaid, to each holder of the Preferred Shares at such holder's address appearing on the Corporation's records. Where appropriate, such copy may be given in advance and may be included as part of any notice required to be mailed under the provisions of paragraph (f) below.

(vi) If the Corporation shall propose to take any action of the types described in clauses (iv), (v) or (vi) of paragraph (d) above, the Corporation shall give notice to each holder of the Preferred Shares, in the manner set forth in paragraph (e) above, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Conversion Price and the number, kind or class of shares or other securities or property which shall be deliverable or purchasable upon the occurrence of such action or deliverable upon conversion of the Preferred Shares. In the case of any action which would require the fixing of a record date, such notice shall be given at least 20 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 30 days prior to

the taking of such proposed action. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any such action.

(vii) The Corporation shall reserve, and at all times from and after the date of these Eighth Restated Articles keep reserved, free from preemptive or similar rights, out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Preferred Shares, sufficient shares of Common Stock to provide for the conversion of all outstanding Preferred Shares.

(viii) Any adjustment to the Conversion Price hereunder shall, for all tax purposes, be treated as an adjustment to the Series A Purchase Price, Series B Purchase Price or Series C Purchase Price, as applicable, and not as a deemed exchange of the Preferred Shares.

9. Mandatory Conversion.

(i) Upon the first to occur of (i) (a) with respect to the Series A Preferred Shares, the election to convert by holders of a majority of outstanding Series A Preferred Shares, (b) with respect to the Series B Preferred Shares, the election to convert by the holders of a majority of the outstanding Series B Preferred Shares, and (c) with respect to the Series C Preferred Shares, the election to convert by holders of a majority of outstanding Series C Preferred Shares, or (ii) the consummation of the first firm commitment underwritten public offering pursuant to an effective registration statement filed on Form S-1 (or its successor form) under the Securities Act underwritten by a nationally recognized underwriter satisfactory to the holders of at least 66 2/3% of the Preferred Shares (on an as-converted basis) resulting in aggregate proceeds (net of underwriting discounts and commissions) to the Corporation of not less than forty million dollars (\$40,000,000) and a per share price of not less than two (2) times the Series C Purchase Price (as equitably adjusted for stock dividends, subdivisions or splits) (a "QIPO"), each Series A Preferred Share, Series B Preferred Share and/or Series C Preferred Share then outstanding shall, by virtue of and simultaneously with such occurrence, be deemed automatically converted into the number of fully paid and nonassessable shares of Common Stock which would be issuable in respect thereof pursuant to Section 8.

(ii) As promptly as practicable after the satisfaction of either of the conditions set forth in Section 9(a) to occur and the delivery to the Corporation of the certificate or certificates for the Preferred Shares which have been converted, duly endorsed or assigned in blank to the Corporation (if required by it), the Corporation shall issue and deliver to or upon the written order of each holder of Preferred Shares, to the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled, and a cash amount in respect of any fractional interest in a share of Common Stock as provided in Section 8(c) above. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a shareholder of record on the date of such occurrence and on such date the Preferred Shares shall cease to be outstanding, whether or not the certificates representing such shares have been received by the Corporation.

ARTICLE V

The number of directors of the Corporation shall be such as from time to time shall be fixed in the manner provided in the By-laws of the Corporation. The election of directors of the Corporation need not be by ballot unless the By-laws so require.

ARTICLE VI

To the fullest extent permitted by the Act, 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 shareholders for monetary damages for any action taken, or failure to take any action, as a director. The Corporation shall 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 (a "Proceeding"), by reason of the fact that he or she or his or her testator or intestate is or was a director of the Corporation or any subsidiary of the Corporation or any predecessor of the Corporation or any subsidiary of the Corporation, or serves or served at any other enterprise as director at the request of the Corporation or any predecessor to the Corporation, or acted at the direction of any such director against all expense, liability and loss actually and reasonably incurred or suffered by such person in connection therewith.

Any indemnification under this Article VI (unless ordered by a court) shall be made by the Corporation upon a determination that indemnification of the director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Act, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment).

Expenses (including attorneys' fees) incurred by a director of the Corporation in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of the director to repay all amounts so advanced in the event that it shall ultimately be determined that such director is not entitled to be indemnified by the Corporation as authorized in this Article VI.

The indemnification and advancement of expenses provided by this Article VI shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Corporation. All rights to indemnification under this Article VI shall be deemed to be a contract between the Corporation and each director of the Corporation or any of its subsidiaries who serves or served in such capacity at any time while this Article VI is in effect.

The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director of the Corporation or any of its subsidiaries, or is or was serving at the request of the Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted

against him or her and incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VI.

If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify or advance expenses to each person entitled to indemnification or advancement of expenses, as the case may be, as to all expense, liability and loss actually and reasonably incurred or suffered by such person and for which indemnification or advancement of expenses, as the case may be, is available to such person pursuant to this Article VI to the full extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the full extent permitted by applicable law.

Neither any amendment nor repeal of this Article VI, nor the adoption of any provision of these Eighth Restated Articles inconsistent with this Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article VI would accrue or arise, prior to such amendment, repeal of adoption of an inconsistent provision.

ARTICLE VII

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and shareholders, it is further provided that, in furtherance and not in limitation of the powers conferred by the laws of the State of Nebraska, the Board is expressly authorized and empowered (subject to the provisions of Section 7):

- (i) to make, alter, amend or repeal the By-laws in any manner not inconsistent with the laws of the State of Nebraska or these Eighth Restated Articles;
- (ii) to determine whether any, and if any, what portion of the assets of the Corporation shall be declared in dividends and paid to the shareholders, and to direct and determine the use and disposition of any such assets; and
- (iii) to fix from time to time the amount of assets of the Corporation to be reserved as working capital or for any other lawful purpose.

In addition to the powers and authorities herein or by statute expressly conferred upon it, the Board may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Nebraska, of these Eighth Restated Articles, and of the By-laws of the Corporation as the same may be amended from time to time.

ARTICLE VIII

The Corporation shall not enter into any agreement or become subject to any agreement which could restrict in any manner its ability to comply with these Eighth Restated Articles or any agreement which benefits or grants rights to the holders of the Preferred Shares. If the holders of at least 66 2/3% of the outstanding Preferred Shares (voting as a single class and on an

as-converted basis) shall at any time disagree with the Board's determination of "fair market value" hereunder, such holders may submit a notice of disagreement to the Corporation. During the three business days immediately following the Corporation's receipt of such notice, such holders and the Corporation shall negotiate in good faith to determine a mutually agreeable fair market value. If the parties remain unable to reach agreement after such period, they shall engage a valuation firm reasonably acceptable to the Corporation and such holders to resolve such dispute (the "Valuation Firm"). Such holders and the Corporation shall provide (each at their own expense) the Valuation Firm with copies of any documents, analyses or other information within its possession or control that the Valuation Firm reasonably requests in order to resolve such dispute. The Valuation Firm shall determine the fair market value as soon as practicable after its engagement to resolve the dispute using customary valuation techniques for other companies or businesses in the same or similar industries as the Corporation (and shall not apply any discount due to the fact that the Preferred Shares or other securities may constitute "restricted securities", may be illiquid or represent a minority interest in the Company). The Valuation Firm's determination of the fair market value shall be binding on all shareholders and the Corporation, and not subject to challenge or collateral attack for any reason. The Corporation shall pay all fees, costs and expenses of the Valuation Firm in connection with its engagement to resolve such dispute.

ARTICLE IX

(i) In anticipation that Insight Venture Partners IV, L.P., Sequoia Capital Growth Fund III, Artis Capital Management, LLC and/or its affiliates (collectively "Investors") will be, indirectly or directly, substantial shareholders of the Corporation, and in recognition of (i) the benefits to be derived by the Corporation through its continued contractual, corporate and business relations with Investors (including service of officers, directors, partners, managers, employees or affiliates of Investors (collectively, "Investors Persons") as directors of the Corporation) and (ii) the difficulties attendant to any director, who desires and endeavors fully to satisfy such director's fiduciary duties, in determining the full scope of such duties in any particular situation, the provisions of this Article IX are set forth to regulate, define and guide the conduct of certain affairs of the Corporation as they may involve Investors and any Investors Persons, and the powers, rights, duties and liabilities of the Corporation and its officers, directors and shareholders in connection therewith.

(ii) Except as Investors may otherwise agree in writing, Investors shall have the right to (i) engage, directly or indirectly, in the same or similar business activities or lines of business as the Corporation and (ii) do business with any client, competitor or customer of the Corporation, with the result that the Corporation shall have no right in or to such activities or any proceeds or benefits therefrom, and neither Investors nor any Investors Person (except as provided in paragraph (iii) of this Article IX) shall be liable to the Corporation or its shareholders for breach of any fiduciary duty by reason of any such activities of Investors or of such Investors Person's participation therein. In the event that any Investor or any Investor Person acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both such Investor and the Corporation (other than in his or her capacity as a director or officer of the Corporation), such Investor and such Investor Person shall have no duty to communicate or present such corporate opportunity to the Corporation and the Corporation hereby renounces any interest or expectancy it may have in such corporate opportunity, with the result that such

Investor and Investor Person shall not be liable to the Corporation or its shareholders for breach of any fiduciary duty, including for breach of any fiduciary duty as a shareholder of the Corporation by reason of the fact that such Investor pursues or acquires such corporate opportunity for itself, directs such corporate opportunity to another person or entity, or does not present such corporate opportunity to the Corporation.


(iii) In the event that a director or officer of the Corporation who is an Investor Person acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Corporation and an Investor, (other than in his or her capacity as a director or officer of the Corporation) such corporate opportunity shall belong to the Investor, and the Corporation hereby renounces any interest or expectancy it may have in such corporate opportunity, unless such corporate opportunity is expressly offered to such director or officer in writing solely in his capacity as a director or officer of the Corporation, in which case such corporate opportunity shall belong to the Corporation.

(iv) For the purposes of this Article IX, "corporate opportunities" shall not include any business opportunities that the Corporation is not financially or contractually able to undertake, or that are, from their nature, not in the line of the Corporation's business or are of no practical advantage to it or that are ones in which the Corporation has no interest or reasonable expectancy.

(v) Any person or entity purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article IX.

(vi) For purposes of this Article IX only, the "Corporation" shall mean the Corporation and all corporations, partnerships, joint ventures, associations and other entities in which the Corporation beneficially owns (directly or indirectly) fifty percent or more of the outstanding voting stock, voting power or similar voting interests.

IN WITNESS WHEREOF, the undersigned, being the Chief Executive Officer of the Corporation hereinabove named, **DOES HEREBY CERTIFY**, under penalties of perjury, that the facts hereinabove stated are truly set forth and, accordingly, such officer has hereunto set his hand as of July 23, 2009.

A handwritten signature in black ink, appearing to read 'Carter Cast', is written over a horizontal line.

Carter Cast,
Chief Executive Officer