

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
AL 1 Investment Corp.		04/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Angie's List, Inc.
Street Address:	1030 E. Washington Street
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46202
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2083451	ANGIE'S LIST
Registration Number:	2579832	HOMEOWNERS GRAPEVINE
Registration Number:	2766650	A
Registration Number:	2769122	ANGIE'S LIST SUPER SERVICE AWARD
Registration Number:	2775167	ANGIE'S LIST
Registration Number:	2790803	A ANGIE'S LIST SUPER SERVICE AWARD
Registration Number:	2868487	UNIFIED NEIGHBORS
Registration Number:	3157864	SUBMIT
Registration Number:	3224630	ANGIE'S LIST
Registration Number:	3224639	ANGIE'S LIST
Registration Number:	3224644	BORROW SOME EXPERIENCE
Registration Number:	3224643	EDUCATE YOUR GUESS
Registration Number:	3224642	RATINGS, REVIEWS AND SOMETIMES REVENGE
Registration Number:	3224657	PENALTY BOX

OP \$515.00 2083451

Registration Number:	3236210	SUBMIT
Registration Number:	3255446	
Registration Number:	3306169	SUBMIT
Registration Number:	3306170	SUBMIT
Registration Number:	3566414	ANGIE'S LIST
Registration Number:	3571083	ANGIE'S LIST

CORRESPONDENCE DATA

Fax Number: (317)592-5453
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 317-236-2100
Email: ipdocket@icemiller.com
Correspondent Name: Bradley M. Stohry, ICE MILLER LLP
Address Line 1: One American Square
Address Line 2: Suite 2900
Address Line 4: Indianapolis, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:	19386.0005
NAME OF SUBMITTER:	Bradley M. Stohry
Signature:	/bms/
Date:	05/05/2010

Total Attachments: 27

source=AL - Amended and Restated Articles#page1.tif
source=AL - Amended and Restated Articles#page2.tif
source=AL - Amended and Restated Articles#page3.tif
source=AL - Amended and Restated Articles#page4.tif
source=AL - Amended and Restated Articles#page5.tif
source=AL - Amended and Restated Articles#page6.tif
source=AL - Amended and Restated Articles#page7.tif
source=AL - Amended and Restated Articles#page8.tif
source=AL - Amended and Restated Articles#page9.tif
source=AL - Amended and Restated Articles#page10.tif
source=AL - Amended and Restated Articles#page11.tif
source=AL - Amended and Restated Articles#page12.tif
source=AL - Amended and Restated Articles#page13.tif
source=AL - Amended and Restated Articles#page14.tif
source=AL - Amended and Restated Articles#page15.tif
source=AL - Amended and Restated Articles#page16.tif
source=AL - Amended and Restated Articles#page17.tif
source=AL - Amended and Restated Articles#page18.tif
source=AL - Amended and Restated Articles#page19.tif
source=AL - Amended and Restated Articles#page20.tif
source=AL - Amended and Restated Articles#page21.tif
source=AL - Amended and Restated Articles#page22.tif

source=AL - Amended and Restated Articles#page23.tif
source=AL - Amended and Restated Articles#page24.tif
source=AL - Amended and Restated Articles#page25.tif
source=AL - Amended and Restated Articles#page26.tif
source=AL - Amended and Restated Articles#page27.tif

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "ANGIE'S LIST, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF APRIL, A.D. 2010, AT 8:06 O'CLOCK A.M.


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



4815464 8100

100444084

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7965846

DATE: 04-30-10

TRADEMARK
REEL: 004199 FRAME: 0388

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
AL 1 INVESTMENT CORP.

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

AL 1 Investment Corp., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

DOES HEREBY CERTIFY:

1. That the original name of this corporation is AL 1 Investment Corp. and that this corporation was originally incorporated pursuant to the General Corporation Law on April 23, 2010.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Angie's List, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is the Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Zip Code 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock", each with a par value of \$0.001 per share. The Corporation is authorized to issue 7,100,000 shares of Common Stock and 2,789,719 shares of Preferred Stock. The Preferred Stock shall be divided into separate series designated as Series A Participating Preferred Stock (the "Series A Preferred Stock"), consisting of 763,397 shares, Series B Participating Preferred Stock, consisting of 1,136,438 shares (the "Series B Preferred Stock"), and Series C Participating Preferred Stock (the "Series C Preferred Stock"), consisting of 889,884 shares. The Series A Preferred Stock, the Series B Preferred

Stock and the Series C Preferred Stock are herein collectively referred to as the "Preferred Stock".

The rights, preferences, privileges and restrictions granted to or imposed upon the Common Stock and Preferred Stock are as follows:

Section 1.1. Dividends.

The holders of Preferred Stock shall not be entitled to receive any dividends, unless otherwise declared by the Board of Directors of the Corporation (the "Board"). No dividends shall be declared and paid on any Preferred Stock or Common Stock unless dividends are declared and paid on all Common Stock and Preferred Stock (on an as converted to Common Stock basis), on a pari passu basis.

Section 1.2. Liquidation.

(a) Payments to Holders of Preferred Stock. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntarily or involuntarily, or a Sale of the Corporation (as defined below) (a "Liquidation"), prior and in preference to any distribution of any assets or surplus funds of the Corporation to the holders of Common Stock, the holders of the Preferred Stock then outstanding shall be entitled to be paid out of the assets or surplus of the Corporation available for distribution to its stockholders in the following order and priority:

(i) First, each holder of Series C Preferred Stock then outstanding shall be entitled to receive, in respect to each share of Series C Preferred Stock owned by such holder, \$67.4245 per share (as appropriately adjusted for any stock splits, stock dividends, reverse stock splits, stock combinations, reclassifications and the like occurring with respect to the Series C Preferred Stock after the date hereof) (the "Original Series C Purchase Price") plus any dividends declared but unpaid thereon. If upon the occurrence of any such Liquidation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C Preferred Stock the full amount to which they shall be entitled under this Section 1.2(a)(i), then the entire amount legally available for distribution shall be distributed ratably among the holders of shares of Series C Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive under this subclause (i).

(ii) Second, each holder of Series B Preferred Stock then outstanding shall be entitled to receive, in respect to each share of Series B Preferred Stock owned by such holder, \$30.798 per share (as appropriately adjusted for any stock splits, stock dividends, reverse stock splits, stock combinations, reclassifications and the like occurring with respect to the Series B Preferred Stock after the date hereof) (the "Original Series B Purchase Price") plus any dividends declared but unpaid thereon. If upon the occurrence of any such Liquidation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series B Preferred Stock the full amount to which

they shall be entitled under this Section 1.2(a)(ii), then the entire amount legally available for distribution shall be distributed ratably among the holders of shares of Series B Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive under this subclause (ii).

(iii) Third, each holder of Series A Preferred Stock then outstanding shall be entitled to receive, in respect to each share of Series A Preferred Stock owned by such holder, \$12.5542 per share (as appropriately adjusted for any stock splits, stock dividends, reverse stock splits, stock combinations, reclassifications and the like occurring with respect to the Series A Preferred Stock after the date hereof) (the "Original Series A Purchase Price") plus any dividends declared but unpaid thereon. If upon the occurrence of any such Liquidation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Section 1.2(a)(iii), then the entire amount legally available for distribution shall be distributed ratably among the holders of shares of Series A Preferred Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive under this subclause (iii).

(b) Distribution of Remaining Assets. In the event of any Liquidation, after the payment in full of all preferential amounts required to be paid to the holders of shares of Preferred Stock pursuant to Section 1.2(a), the remaining assets or surplus of the Corporation available for distribution to its stockholders shall be distributed in the following order and priority:

(i) First, among the holders of the then outstanding shares of Common Stock at an amount equal to \$12.5542 per each share of Common Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock) held by each such holder;

(ii) Second, among the holders of the then outstanding shares of Series A Preferred Stock and Common Stock at an amount equal to \$18.2438 per each share of Common Stock and each share of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock and the Common Stock) held by each such holder on a pro rata basis, treating the Series A Preferred Stock for this purpose as if they had been converted to Common Stock immediately prior to such Liquidation;

(iii) Third, among the holders of the then outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Common Stock at an amount equal to \$36.6265 per each share of Common Stock, each share of Series A Preferred and each share of Series B Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock, the Series B Preferred Stock, and the Common Stock) held by each such holder on a pro rata

basis, treating the Series A Preferred Stock and Series B Preferred Stock for this purpose as if they had been converted to Common Stock immediately prior to such Liquidation; and

(iv) Fourth, among the holders of the then outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Common Stock, pro rata based on the number of shares of Common Stock held by each such holder, treating all of the Preferred Stock for this purpose as if they had been converted to Common Stock immediately prior to such Liquidation.

(c) Sale of the Corporation.

(i) Each of the following events shall be considered a "Sale of the Corporation" unless each of (A) the holders of at least sixty-seven percent (67%) (such percentage, a "Supermajority") of the then outstanding shares of Series C Preferred Stock entitled to vote, voting exclusively and as a separate series; (B) the holders of a Supermajority of the then outstanding shares of Series B Preferred Stock entitled to vote, voting exclusively and as a separate series; (C) the holders of a Supermajority of the then outstanding shares of Series A Preferred Stock entitled to vote, voting exclusively and as a separate series; and (D) the holders of a Supermajority of the then outstanding shares of Common Stock entitled to vote, voting exclusively and as a separate class; elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event: (i) the consummation of any acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is a party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in the Corporation held by such holders prior to such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Corporation or such other surviving or resulting entity (or if the Corporation or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent), or (ii) the consummation of any sale, transfer, exclusive license or other disposition of all or substantially all of the assets of the Corporation to a third person not affiliated with the Corporation.

(ii) The Corporation shall give each holder of record of Preferred Stock and Common Stock written notice of such impending transaction not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 1.2, and

the Corporation shall thereafter give such holders prompt notice of any material changes to the terms and conditions of the impending transaction. The transaction shall in no event take place sooner than twenty (20) days after the Corporation has given the first notice provided for herein or sooner than five (5) business days after the Corporation has given notice of material changes provided for herein; provided, however, that, (i) with respect to the Series A Preferred Stock, such periods may be shortened upon the written consent of a Supermajority of the holders of the then outstanding shares of Series A Preferred Stock entitled to vote, (ii) with respect to the Series B Preferred Stock, such periods may be shortened upon the written consent of a Supermajority of the holders of the then outstanding shares of Series B Preferred Stock entitled to vote, (iii) with respect to the Series C Preferred Stock, such periods may be shortened upon the written consent of a Supermajority of the holders of the then outstanding shares of Series C Preferred Stock entitled to vote, and (iv) with respect to the Common Stock, such periods may be shortened upon the written consent of a Supermajority of the holders of the then outstanding shares of Common Stock entitled to vote.

(iii) The Corporation, or the stockholders, as applicable, shall not have the power to effect a Sale of the Corporation referred to in Section 1.2(c)(i) unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") 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 Sections 1.2(a) and 1.2(b).

(iv) The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such Liquidation shall be the amount of cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. If the consideration distributed by the Corporation or to be received by its stockholders pursuant to this Section 1.2 or for any other purpose is other than cash, its value will be deemed its fair market value as determined in good faith by the Board. Notwithstanding the foregoing, any securities shall be valued as follows:

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

(1) 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 thirty (30)-day period ending three (3) days prior to the closing of such transaction;

(2) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the thirty (30)-day period ending three (3) days prior to the closing of such transaction; or

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

(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 Section 1.2(c)(iv)(A) so as to reflect the approximate fair market value thereof.

Section 1.3. Voting.

(a) General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of then outstanding shares of Preferred Stock entitled to vote shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible into pursuant to this Certificate of Incorporation as of the record date for determining stockholders entitled to vote on such matter (or if no record date is established, on the date such vote is taken or such consent is solicited). Except as provided by law, by the other provisions of this Certificate of Incorporation or by provisions of other agreements to which the Corporation and certain of the stockholders are a party, holders of Preferred Stock shall vote together with the holders of Common Stock, and with the holders of any other series of Preferred Stock the terms of which so provide, as a single class. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of the Common Stock or one or more series of Preferred Stock that may be required by the terms of the Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation entitled to vote representing a Supermajority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

(b) Amendment of Certificate of Incorporation. Any amendment to the Certificate of Incorporation shall be approved by (in addition to any vote of the holders of the Common Stock or one or more series of Preferred Stock that may be required by the terms of the Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation entitled to vote representing a Supermajority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

(c) Election of Directors.

(i) The holders of a Supermajority of the shares of Series B Preferred Stock entitled to vote, voting exclusively and as a separate series, shall be entitled to elect one (1) director of the Corporation (the "Series B Director");

(ii) The holders of a Supermajority of the shares of Series A Preferred Stock entitled to vote, voting exclusively and as a separate series, shall be entitled to elect three (3) directors of the Corporation (collectively, the "Series A Director"); and

(iii) The holders of a majority of the shares of Common Stock entitled to vote, voting exclusively and as a separate series, shall be entitled to elect four (4) directors of the Corporation (collectively, the "Common Directors").

(d) Series A Preferred Stock Protective Provisions. At any time when any shares of Series A Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a Supermajority of the then outstanding shares of Series A Preferred Stock entitled to vote (voting or consenting, as the case may be, separately as a separate class), given in writing or by vote at a meeting:

(i) take any action that adversely alters or changes the powers, preferences or rights of the Series A Preferred Stock either in a manner specific to the holders of Series A Preferred Stock or with respect to any other rights, preference or privileges, in a manner that adversely affects the holders of Series A Preferred Stock in comparison to any other class or series of capital stock.

(e) Series B Preferred Stock Protective Provisions. At any time when any shares of Series B Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a Supermajority of the then outstanding shares of Series B Preferred Stock entitled to vote (voting or consenting, as the case may be, separately as a separate class), given in writing or by vote at a meeting:

(i) take any action that adversely alters or changes the powers, preferences or rights of the Series B Preferred Stock either in a manner specific to the holders of Series B Preferred Stock or with respect to any other rights, preference or privileges, in a manner that adversely affects the holders of Series B Preferred Stock in comparison to any other class or series of capital stock.

(f) Series C Preferred Stock Protective Provisions. At any time when any shares of Series C Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the

following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a Supermajority of the then outstanding shares of Series C Preferred Stock entitled to vote (voting or consenting, as the case may be, separately as a separate class), given in writing or by vote at a meeting:

(i) take any action that adversely alters or changes the powers, preferences or rights of the Series C Preferred Stock either in a manner specific to the holders of Series C Preferred Stock or with respect to any other rights, preference or privileges, in a manner that adversely affects the holders of Series C Preferred Stock in comparison to any other class or series of capital stock.

(g) Common Stock Protective Provisions. At any time when any shares of Common Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the holders of at least a Supermajority of the then outstanding shares of Common Stock entitled to vote (voting or consenting, as the case may be, separately as a separate class), given in writing or by vote at a meeting:

(i) take any action that adversely alters or changes the powers, preferences or rights of the Common Stock either in a manner specific to the holders of Common Stock or with respect to any other rights, preference or privileges, in a manner that adversely affects the holders of Common Stock in comparison to any other class or series of capital stock.

Section 1.4. Optional Conversion.

The holders of shares of Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert.

(i) Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time after the date of issuance of such shares, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined as follows:

(A) in the case of each share of Series A Preferred Stock, by dividing the Original Series A Purchase Price by the Series A Conversion Price (as defined below) in effect immediately prior to conversion. The "Series A Conversion Price" shall initially be equal to the Original Series A Purchase Price. Such initial Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below;

(B) in the case of each share of Series B Preferred Stock, by dividing the Original Series B Purchase Price by the Series B Conversion Price (as defined below) in effect immediately prior to conversion. The "Series B Conversion Price" shall initially be equal to the Original Series B Purchase Price. Such initial Series B Conversion Price, and the rate at which shares of Series B Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below; and

(C) in the case of each share of Series C Preferred Stock, by dividing the Original Series C Purchase Price by the Series C Conversion Price (as defined below) in effect immediately prior to conversion. The "Series C Conversion Price" shall initially be equal to the Original Series C Purchase Price. Such initial Series C Conversion Price, and the rate at which shares of Series C Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

(ii) Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Sale of the Corporation, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any amounts distributable on the consummation of such event to the holders of Preferred Stock.

(b) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock, as determined in good faith by the Board. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

(c) Mechanics of Conversion.

(i) Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) duly endorsed, at the office of the transfer agent for the 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 Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state the holder's name or the name(s) of the nominees in which the 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 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 shall be the time of conversion (the "Conversion Time"), 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. The Corporation shall, as soon as practicable after the Conversion Time, issue and deliver to the holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof, a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, and cash as provided in Section 1.4(b) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and payment of any declared but unpaid dividends on the shares of Preferred Stock converted.

(ii) Reservation of Shares. The Corporation shall, at all times when any shares of Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of 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 then outstanding 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 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 the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Series A Conversion Price, the Series B Conversion Price or the Series C Conversion Price, as applicable (the "Applicable Conversion Price") below the then par value of the shares of Common Stock issuable upon conversion of such series of 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 Applicable Conversion Price.

(iii) Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Any shares of

Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

(iv) No Further Adjustment. Upon any such conversion, no adjustment to the Applicable Conversion Price shall be made for any declared but unpaid dividends on Preferred Stock surrendered for conversion or on Common Stock delivered upon conversion.

(v) Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 1.4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(d) Adjustments to Applicable Conversion Price for Diluting Issues.

(i) Special Definitions. For purposes of this Section 1.4(d), the following definitions shall apply:

(A) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 1.4(d)(iv), deemed to be issued) by the Corporation after the Original Issue Date, other than the following shares of Common Stock, and shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (collectively "Exempted Securities");

(1) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on Preferred Stock or Common Stock;

(2) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Sections 1.4(e) through 1.4(h) below;

(3) shares of Common Stock or Options issued or issuable to employees or directors of, or consultants to, the Corporation pursuant to a plan, agreement or arrangement approved by the Board not to exceed in the aggregate 261,515 shares of Common Stock;

(4) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security; or

(5) shares of Common Stock, Options or Convertible Securities issued to banks, or other financial institutions, investment funds or other institutional investors, pursuant to a debt financing approved by the Board, including the approval of two (2) Series A Directors and the Series B Director.

(B) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

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

(D) "Original Issue Date" shall mean the date of this Certificate of Incorporation.

(ii) No Adjustment of Applicable Conversion Price. No adjustment in the Applicable Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock from (A) with respect to the Series A Preferred Stock, a Supermajority of the holders of the then outstanding shares of Series A Preferred Stock entitled to vote, (B) with respect to the Series B Preferred Stock, a Supermajority of the holders of the then outstanding shares of Series B Preferred Stock entitled to vote, or (C) with respect to the Series C Preferred Stock, a Supermajority of the holders of the then outstanding shares of Series C Preferred Stock entitled to vote, in each case voting separately as a single class.

(iii) Adjustment of Applicable Conversion Price Upon Issuance of Additional Shares of Common Stock.

(A) Adjustment of Series C Conversion Price. In the event the Corporation shall at any time after the Original Issue Date and prior to April 30, 2015 issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 1.4(d)(iv)), without consideration or for a consideration per share less than the Series C Conversion Price in effect immediately prior to such issue, then the Series C Conversion Price shall be reduced, concurrently

with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) + (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(1) "CP₂" shall mean the Series C Conversion Price in effect immediately after such issue of Additional Shares of Common Stock;

(2) "CP₁" shall mean the Series C Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(3) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(4) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

(5) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(B) Adjustment of Series B Conversion Price. In the event the Corporation shall at any time after the Original Issue Date and prior to April 2, 2013 issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 3.4(d)(iv)), without consideration or for a consideration per share less than the Series B Conversion Price in effect immediately prior to such issue, then the Series B Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) + (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(1) "CP₂" shall mean the Series B Conversion Price in effect immediately after such issue of Additional Shares of Common Stock;

(2) "CP₁" shall mean the Series B Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(3) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(4) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

(5) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(C) Adjustment of Series A Conversion Price. In the event the Corporation shall at any time after the Original Issue Date and prior to November 6, 2012 issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 3.4(d)(iv)), without consideration or for a consideration per share less than the Series A Conversion Price in effect immediately prior to such issue, then the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) + (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(1) "CP₂" shall mean the Series A Conversion Price in effect immediately after such issue of Additional Shares of Common Stock;

(2) "CP₁" shall mean the Series A Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(3) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(4) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

(5) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(iv) Deemed Issue of Additional Shares of Common Stock. For the purposes of any adjustment of the Applicable Conversion Price for a series of Preferred Stock pursuant to Section 1.4(d)(iii), the following provisions shall be applicable:

(A) If the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Applicable Conversion Price pursuant to the terms of Section 1.4(d)(iii), are revised as a result of an amendment to such terms or any other adjustment pursuant to the

provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Applicable Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such conversion price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this Section 1.4(d)(iv)(B) shall have the effect of increasing the Applicable Conversion Price to an amount which exceeds the lower of (i) the conversion price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the conversion price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(C) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Applicable Conversion Price pursuant to the terms of Section 1.4(d)(iii) (either because the consideration per share (determined pursuant to Section 1.4(d)(v)) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Applicable Conversion Price then in effect, or because such Option or Convertible Security was issued before the Original Issue Date), are revised after the Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section 1.4(d)(iv)(A)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(D) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Applicable Conversion Price pursuant to the terms of Section 1.4(d)(iii), the Applicable Conversion Price shall be readjusted to such conversion price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(E) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Applicable Conversion Price provided for in this Section 1.4(d)(iv) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (B) and (C) of this Section 1.4(d)(iv)). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Applicable Conversion Price that would result under the terms of this Section 1.4(d)(iv) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Applicable Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(v) Determination of Consideration. For purposes of this Section 1.4(v), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property: Such consideration shall:

(1) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(2) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board; and

(3) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in Sections 1.4(v)(A)(1) and 1.4(v)(A)(2), as determined in good faith by the Board.

(B) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 1.4(d)(iv), relating to Options and Convertible Securities, shall be determined by dividing

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

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

(vi) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Applicable Conversion Price pursuant to the terms of Section 1.4(d)(iii) and such issuance dates occur within a period of no more than ninety (90) days from the first such issuance to the final such issuance then, upon the final such issuance, the Applicable Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

(e) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Common Stock, the Applicable Conversion Price in effect immediately

before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Applicable Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on Common Stock in additional shares of Common Stock, then and in each such event the Applicable Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Applicable Conversion Price then in effect by a fraction:

(i) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(ii) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (A) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Applicable Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Applicable Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (B) that no such adjustment shall be made if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

(g) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1.1 do not apply to

such dividend or distribution, then and in each such event the holders of such series of Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

(h) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section 1.2(c), if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which Common Stock (but not Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections 1.4(d), 1.4(f) or 1.4(g)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Section 1.4 with respect to the rights and interests thereafter of the holders of Preferred Stock, to the end that the provisions set forth in this Section 1.4 (including provisions with respect to changes in and other adjustments of the Applicable Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of Preferred Stock.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of an Applicable Conversion Price pursuant to this Section 1.4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of such series of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such series of Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Applicable Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of such series of Preferred Stock.

(j) Notice of Record Date. In the event:

(i) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of Preferred Stock) for the purpose of entitling or enabling them to receive any

dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(ii) of any capital reorganization of the Corporation, any reclassification of Common Stock of the Corporation, or a Sale of the Corporation; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of Preferred Stock a notice specifying, as the case may be, (A) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (B) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

Section 1.5. Mandatory Conversion.

(a) Conversion of Preferred Stock. Each share of Preferred Stock automatically shall be converted into shares of Common Stock at its then effective Applicable Conversion Price for such series of Preferred Stock upon the earlier to occur of (a) immediately prior to the closing of a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of the Corporation's Common Stock; provided that the offering price per share is not less than one and one half (1.5 times) the Original Series C Purchase Price (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like) and the aggregate gross proceeds to the Corporation are not less than \$30,000,000 or (b) the date and time, or the occurrence of an event, specified by vote or written consent of (i) the holders of a Supermajority of the then outstanding shares of Series C Preferred Stock entitled to vote, voting together as a separate series, (ii) the holders of a Supermajority of the then outstanding shares of Series B Preferred Stock entitled to vote, voting together as a separate series, and (iii) the holders of a Supermajority of the then outstanding shares of Series A Preferred Stock entitled to vote, voting together as a separate series (the time of the closing, or the date and time specified, or the time of the event specified in such votes or written consents are referred to herein as the "Mandatory Conversion Time").

(b) Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 1.5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled pursuant to this Section 1.5. At the Mandatory Conversion Time, all outstanding shares of 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 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 (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the last sentence of this Section 1.5(b). 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. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock so converted, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Section 1.4(b) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted.

(c) Effect of Mandatory Conversion. All shares of Preferred Stock so converted shall, from and after the Mandatory Conversion Time, no longer be deemed to be outstanding and, notwithstanding the failure of the holder or holders thereof to surrender the certificates for such shares on or prior to such time, all rights with respect to such shares shall immediately cease and terminate at the Mandatory Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

FIFTH: Subject to any additional vote required by the Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

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

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept 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 of the Corporation.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: The following indemnification provisions shall apply to the persons enumerated below.

Section 10.1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 10.3 of this Article Tenth, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.

Section 10.2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article Tenth or otherwise.

Section 10.3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article Tenth is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 10.4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board.

Section 10.5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

Section 10.6. Non-Exclusivity of Rights. The rights conferred on any person by this Article Tenth shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 10.7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

Section 10.8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article Tenth; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article Tenth.

Section 10.9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

ELEVENTH: The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or Common Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.

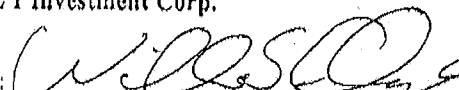
4. That this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on this 30th day of April, 2010.

AL 1 Investment Corp.

By:



William S. Oesterle, President