

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/04/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED TECHNOLOGY SERVICES, INC.		01/04/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	ADVANCED TECHNOLOGIES HOLDINGS, INC.		
Street Address:	8201 N. University		
City:	Peoria		
State/Country:	ILLINOIS		
Postal Code:	61615		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2426743	FOUR WALLS MAINTENANCE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1403.530		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$40.00 2426743

900180599

**TRADEMARK
 REEL: 004447 FRAME: 0846**

Signature:	/njb/
Date:	01/06/2011
<p>Total Attachments: 32</p> <p>source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page1.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page2.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page3.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page4.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page5.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page6.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page7.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page8.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page9.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page10.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page11.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page12.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page13.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page14.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page15.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page16.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page17.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page18.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page19.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page20.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page21.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page22.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page23.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page24.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page25.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page26.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page27.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page28.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page29.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page30.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page31.tif source=Cert of Merger with second amended and restated cert of inc filed Jan 4 2011#page32.tif</p>	

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 CERTIFICATE OF MERGER, WHICH MERGES:

"ADVANCED TECHNOLOGY SERVICES, INC.", AN ILLINOIS CORPORATION,

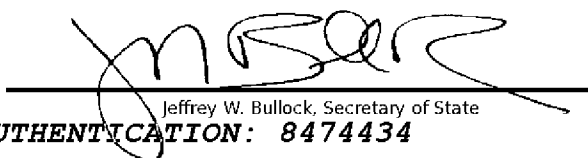
WITH AND INTO "ADVANCED TECHNOLOGIES HOLDINGS, INC." UNDER THE NAME OF "ADVANCED TECHNOLOGY SERVICES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTH DAY OF JANUARY, A.D. 2011, AT 4:06 O'CLOCK P.M.

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

4287135 8100M

110009583




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8474434

DATE: 01-05-11

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

TRADEMARK
REEL: 004447 FRAME: 0848

CERTIFICATE OF MERGER

The undersigned hereby files this Certificate of Merger pursuant to Section 252 of the General Corporation Law and states as follows

1. The name and state of incorporation of each of the constituent corporations are: ADVANCED TECHNOLOGIES HOLDINGS, INC. (Delaware) and ADVANCED TECHNOLOGY SERVICES, INC. (Illinois).
2. An agreement of merger or consolidation has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with this subsection 252(c) of the General Corporation Law.
3. The name of the surviving corporation: ADVANCED TECHNOLOGIES HOLDINGS, INC.
4. The certificate of incorporation of the surviving corporation is amended and restated in the form of the Second Amended and Restated Certificate of Incorporation submitted herewith.
5. The executed agreement of merger is on file at an office of the surviving corporation and the address of such office is 8201 N. University St., Peoria, Illinois 61615.
6. A copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation;
7. The authorized capital stock of each constituent corporation which is not a corporation of the State of Delaware, being ADVANCED TECHNOLOGY SERVICES, INC., is 750,000 shares of common stock.

IN WITNESS WHEREOF, this Certificate of Merger has been executed by a duly authorized officer of the surviving corporation on this 4th day of JANUARY, 2011.

ADVANCED TECHNOLOGIES HOLDINGS, INC.

By: Jeffrey A. Owens

Jeffrey A. Owens, President

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ADVANCED TECHNOLOGIES HOLDINGS, INC.**

FIRST: The name of this corporation is Advanced Technology Services, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service 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 total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 1,000,000 shares of Common Stock, \$0.01 par value per share ("Common Stock"), and (ii) 200,000 shares of Preferred Stock, \$0.01 par value per share ("Preferred Stock"; collectively with the Common Stock, the "Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation. Unless otherwise indicated, references to "Sections" or "Subsections" in this Article refer to sections and subsections of this Article Fourth.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Dividends. The holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor, when, as and if the Board of Directors declares a dividend on any class or series of Preferred Stock that is convertible into Common Stock. In the event the Board of Directors declares a dividend on any class or series of Preferred Stock that is convertible into Common Stock, the holders of Common Stock shall be entitled to receive a dividend *pro rata* with the holders of such class or series of Preferred Stock based on the relative number of shares of Common Stock into which such Preferred Stock are convertible as of the record date for the determination of stockholders entitled to receive such dividend.

3. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting. The number of authorized shares of Common Stock may

be increased or decreased (but not below the sum of the number of shares thereof then outstanding, plus the number of shares that may be required at such time to be issued upon the conversion or exercise of other securities issued by the Corporation that are convertible into or exercisable for shares of Common Stock) by the affirmative vote of the holders of shares of Stock of the Corporation representing a majority of the votes represented by all outstanding shares of Stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

4. Liquidation. After the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock pursuant to Section C(2)(a) below, the holders of the shares of Junior Stock (as defined below) then outstanding shall be entitled to receive the remaining assets of the Corporation available for distribution to its stockholders as otherwise set forth herein.

B. PREFERRED STOCK

Preferred Stock shall consist of such authorized number of shares and shall have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein.

C. SERIES A PREFERRED STOCK AND SERIES B PREFERRED STOCK

75,000 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "**Series A Preferred Stock**". 25,000 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "**Series B Preferred Stock**". The Series A Preferred Stock and the Series B Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations.

1. Dividends. The holders of Series A Preferred Stock shall be entitled to receive dividends out of funds legally available therefor, when, as and if the Board of Directors declares a dividend on the Common Stock or on any class or series of Preferred Stock that is convertible into Common Stock and that ranks junior to, or *pari passu* with, the Series A Preferred Stock with respect to rights to receive amounts upon the liquidation or dissolution of the Corporation. The holders of Series B Preferred Stock shall be entitled to receive dividends out of funds legally available therefor, when, as and if the Board of Directors declares a dividend on the Common Stock or on any class or series of Preferred Stock that is convertible into Common Stock and that ranks junior to, or *pari passu* with, the Series B Preferred Stock with respect to rights to receive amounts upon the liquidation or dissolution of the Corporation. In the event the Board of Directors declares a dividend on the Common Stock or on any class or series of Preferred Stock that is convertible into Common Stock and that ranks junior to, or *pari passu* with, the Series A Preferred Stock and the Series B Preferred Stock with respect to rights to receive amounts upon the liquidation or dissolution of the Corporation, the holders of Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive a dividend *pro rata* with the holders of Common Stock (or such other class or series of stock) based on the relative number of shares of Common Stock into which the Series A Preferred Stock or Series B Preferred Stock (and such other class or series of stock) are convertible as of the record date for the determination of stockholders entitled to receive such dividend. Notwithstanding anything to the contrary in this

Certificate of Incorporation, in no event shall the holders of the Common Stock or any other class or series of Preferred Stock that is convertible into Common Stock and that ranks junior to, or *pari passu* with, the Series A Preferred Stock or Series B Preferred Stock with respect to rights to receive amounts upon the liquidation or dissolution of the Corporation be entitled to receive any dividends unless the holders of Series A Preferred Stock and Series B Preferred Stock receive the dividends to which they are entitled under this Section 1 in respect of such dividends.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

(a) Preferential Payments to Holders of Series A Preferred Stock and Series B Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series A Preferred Stock and shares of Series B Preferred Stock then outstanding shall be entitled to be paid out of the assets available for distribution to its stockholders, on a *pari passu* basis, before any payment shall be made to the holders of Common Stock or any other class or series of stock ranking on liquidation junior to the Series A Preferred Stock and Series B Preferred Stock (such Common Stock and other stock being collectively referred to as "**Junior Stock**"), by reason of their ownership thereof, (i) with respect to the Series A Preferred Stock, an amount per share of Series A Preferred Stock equal to the greater of (x) the Series A Original Issue Price, plus any dividends declared and unpaid thereon or (y) the value therefor that any such holder would receive if each outstanding share of Series A Preferred Stock and Series B Preferred Stock had been converted into Common Stock immediately prior to such event, and (ii) with respect to the Series B Preferred Stock, an amount per share of Series B Preferred Stock equal to the greater of (x) the Series B Original Issue Price, plus any dividends declared and unpaid thereon or (y) the value therefor that any such holder would receive if each outstanding share of Series A Preferred Stock and Series B Preferred Stock had been converted into Common Stock immediately prior to such event. If upon any such liquidation, dissolution or winding up of the Corporation the assets available for distribution to its stockholders shall be insufficient to pay such amount in full, the holders of shares of Series A Preferred Stock and Series B Preferred Stock shall share ratably in any distribution of the remaining assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. The aggregate amount which a holder of a share of Series A Preferred Stock is entitled to receive hereunder is hereinafter referred to as the "**Series A Liquidation Amount.**" The "**Series A Original Issue Price**" shall be \$494.77 (as adjusted for any stock splits, stock dividends, stock combinations and similar transactions with respect to the Series A Preferred Stock occurring after the date of filing of this Second Amended and Restated Certificate of Incorporation). The aggregate amount which a holder of a share of Series B Preferred Stock is entitled to receive hereunder is hereinafter referred to as the "**Series B Liquidation Amount.**" The "**Series B Original Issue Price**" shall be \$777.16 (as adjusted for any stock splits, stock dividends, stock combinations and similar transactions with respect to the Series B Preferred Stock occurring after the date of filing of this Second Amended and Restated Certificate of Incorporation).

(b) Deemed Liquidation Events.

(i) The following events shall be deemed to be a liquidation of the Corporation for purposes of this Section 2 (a "**Deemed Liquidation Event**"), unless (x) each of the Designated Holders, or (y) in the event there are no Designated Holders, the holders of at least a majority of the then outstanding shares of Series A Preferred Stock and Series B Preferred Stock (measured based on the number of shares of Common Stock into which such shares of Series A Preferred Stock and Series B Preferred Stock are then convertible in accordance with the terms thereof), consenting or voting together separately as a single class, elect otherwise by written notice given to the Corporation no more than 15 days after receipt by such holders of notice from the Corporation of any such event issued in compliance with Section 4(i) below: (A) a consolidation or merger of the Corporation with or into any other person(s) or entity(ies) (other than a consolidation or merger in which the Corporation is the surviving corporation and upon consummation of which the holders of voting securities of the Corporation immediately prior to such transaction continue to own directly or indirectly at least a majority of the voting securities of the Corporation, as the surviving corporation, immediately following such transaction), (B) a sale, license or other transfer of all or substantially all of the assets of the Corporation in a single transaction or series of related transactions, or (C) a sale or other disposition of more than 50% of the outstanding voting capital stock of the Corporation in a single transaction or series of related transactions (whether issued and outstanding, newly issued or from treasury, or any combination thereof), or other similar transaction.

(ii) The Corporation shall not have the power to effect any transaction constituting a Deemed Liquidation Event pursuant to Subsections 2(b)(i)(A) and 2(b)(i)(C) above unless the agreement or plan of merger or consolidation provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsection 2(a) above and Section A(4) above.

(iii) In the event of a Deemed Liquidation Event pursuant to Subsection 2(b)(i)(B) above, if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within 60 days after such Deemed Liquidation Event, then (A) the Corporation shall deliver a written notice to each holder of Series A Preferred Stock and Series B Preferred Stock no later than the 60th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (B) to require the redemption of such shares of Series A Preferred Stock and Series B Preferred Stock, and (B) if the holders of at least a majority of the then outstanding shares of Series A Preferred Stock and Series B Preferred Stock (measured based on the number of shares of Common Stock into which such shares of Series A Preferred Stock and Series B Preferred Stock are then convertible in accordance with the terms thereof), consenting or voting together separately as a class, so request in a written instrument delivered to the Corporation not later than 75 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation) (the "**Net Proceeds**") to redeem, to the extent legally available therefor, on the 90th day after such Deemed Liquidation Event (the "**Liquidation Redemption Date**"), all outstanding shares of Series A Preferred Stock at a price per share equal to the Series A Liquidation Amount and all outstanding shares of Series B Preferred Stock at a price per share equal to the Series B Liquidation Amount. In the event of a redemption pursuant to the preceding sentence, if the Net Proceeds are less than the aggregate

Series A Liquidation Amount for all outstanding shares of Series A Preferred Stock plus the aggregate Series B Liquidation Amount for all outstanding shares of Series B Preferred Stock, or if the lawfully available funds to effect such redemption are less than the aggregate Series A Liquidation Amount plus the aggregate Series B Liquidation Amount, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Preferred Stock or Series B Preferred Stock to the fullest extent of such Net Proceeds or such lawfully available funds, as the case may be, and, where such redemption is limited by the amount of lawfully available funds, the Corporation shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor together with interest on such amount at the rate of twenty percent (20%) per annum from the date such redemption was required until the date such redemption amount is actually paid in full. Prior to the distribution or redemption provided for in this Subsection 2(b)(iii), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in the ordinary course of business.

(iv) The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, license, other disposition or redemption shall be the cash or the fair market value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The fair market value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation, and the Board of Directors shall notify all holders of shares of Series A Preferred Stock and Series B Preferred Stock in writing of such determination. The value of such property, rights or securities for purposes of the distribution hereunder shall be the value as so determined by the Board of Directors, unless the holders of a majority of the outstanding shares of Series A Preferred Stock and Series B Preferred Stock (measured together based on the number of shares of Common Stock into which such shares of Series A Preferred Stock and Series B Preferred Stock are then convertible in accordance with the terms thereof) shall object thereto in writing within 15 days after the date of such notice. In the event of such objection, the valuation of such property, rights or securities for purposes of such distribution shall be determined by an arbitrator mutually agreed upon and selected by the objecting stockholders and the Board of Directors, or in the event a single arbitrator cannot be agreed upon within 10 days after the written objection sent by the objecting stockholders, the valuation of such property, rights or securities shall be determined by an arbitration in which (i) the objecting stockholders shall name in their notice of objection one arbitrator, (ii) the Board of Directors shall name a second arbitrator within 15 days from the receipt of such notice, (iii) the two arbitrators thus selected shall select a third arbitrator within 15 days thereafter, and (iv) the three arbitrators thus selected shall determine by majority vote the valuation of such assets within 15 days thereafter for purposes of such distribution. In the event the third arbitrator is not selected as provided herein, then such arbitrator shall be selected by the President of the American Arbitration Association ("AAA"). The costs of such arbitration shall be borne by the Corporation. The arbitration shall be held in Chicago, Illinois, in accordance with the rules of the AAA. The award made by the arbitrators shall be binding upon the Corporation and the holders of all shares of Series B Preferred Stock, Common Stock and Series A Preferred Stock, no appeal may be taken from such award, and judgment thereon may be entered in any court of competent jurisdiction.

3. Voting.

(a) Series A Preferred Stock and Series B Preferred Stock. Except as otherwise provided in this Section 3(a) or in the last paragraph of Section 3(c) below, 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 outstanding shares of Series A Preferred Stock and Series B Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock and Series B Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of this Corporation. Except as provided by law or by the provisions of Subsection 3(b) or 3(c) below, holders of Series A Preferred Stock and Series B Preferred Stock shall vote together with the holders of Common Stock, and with the holders of any other validly-authorized series of Preferred Stock the terms of which so provide, as a single class. Notwithstanding any provision herein to the contrary, upon and after the occurrence of a Redemption Default or a Performance Default, 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 outstanding shares of Series A Preferred Stock and Series B Preferred Stock shall be entitled to cast a number of votes equal to the quotient of (i) the product of (A) the total number of outstanding shares of Common Stock (not including any shares of Common Stock issuable upon conversion of any shares of Series A Preferred Stock or Series B Preferred Stock, or any shares of Common Stock issuable upon the exercise of options, warrants or other rights to acquire shares of Common Stock) multiplied by (B) six (6), divided by (ii) the total number of outstanding shares of Series A Preferred Stock and Series B Preferred Stock (measured based on the number of shares of Common Stock into which such shares of Series A Preferred Stock and Series B Preferred Stock are then convertible in accordance with the terms thereof), calculated as of the record date for determining stockholders entitled to vote on a matter.

(b) Board of Directors. The Corporation's Board of Directors shall consist of six (6) directors, provided, upon the occurrence of a Redemption Default or a Performance Default, the number of directors on the Corporation's Board of Directors shall be automatically decreased, without further action being required on behalf of the Corporation's Board of Directors or stockholders, to five (5) directors.

(c) Protective Provisions. At any time when any shares of Series A Preferred Stock or Series B Preferred Stock are outstanding, except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law or by this Second Amended and Restated Certificate of Incorporation, and in addition to any other vote required by law or this Second Amended and Restated Certificate of Incorporation, without the written consent or affirmative vote of either (x) each of the Designated Holders, or (y) in the event that there are no Designated Holders, the holders of at least a majority of the then outstanding shares of Series A Preferred Stock and Series B Preferred Stock (measured based on the number of shares of Common Stock into which such shares of Series A Preferred Stock and Series B Preferred Stock are then convertible in accordance with the terms thereof) given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a single class to the extent having the right to vote thereon, the Corporation shall not, either directly or by amendment, merger, consolidation or otherwise, and shall not permit any of its subsidiaries to:

(i) liquidate, dissolve, or wind-up the business and affairs of the Corporation or any subsidiary (other than in connection with any Deemed Liquidation Event so elected by the requisite holders under Section 2(b) above);

(ii) irrespective of the provisions of clause (i) above, and other than any "Required Sale" pursued pursuant to Section 7 below (which shall not require any separate vote or consent under this Section 3(c), enter into any liquidation, dissolution or winding up or any transaction that could constitute a Deemed Liquidation Event, in which the holders of Series A Preferred Stock and Series B Preferred Stock would actually receive consideration per share equal to less than the sum of two (2) times the Series A Original Issue Price or Series B Original Issue Price respectively, plus any accrued and unpaid dividends thereon (as adjusted appropriately for any stock splits, stock dividends, stock combinations and similar transactions with respect to the Series B Preferred Stock or Series A Preferred Stock occurring after the date of filing of this Second Amended and Restated Certificate of Incorporation);

(iii) amend, alter or repeal any material provision of this Second Amended and Restated Certificate of Incorporation or of the Bylaws of the Corporation or any subsidiary (including, without limitation, change to the voting rights, rights upon liquidation or redemption rights of the holders of Series A Preferred Stock or Series B Preferred Stock);

(iv) create, grant or issue, or authorize the creation, grant or issuance, of any equity security of the Corporation or any subsidiary (including any other security convertible into or exercisable for any such equity security, including any rights under any stock option, phantom stock, stock appreciation right or similar plan) or reclassify any existing stock into a new class or series of stock;

(v) purchase or redeem or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than pursuant to the redemption provisions hereof or the provisions of Article 7 of the Amended and Restated Shareholders Agreement, dated on or about the date of filing of this Second Amended and Restated Certificate of Incorporation, to which the Corporation and certain of its stockholders are party (the "**Shareholders Agreement**"), or permit any subsidiary of the Corporation to take any such action;

(vi) incur, or permit any subsidiary of the Corporation to incur, any Indebtedness for Borrowed Money or create, or authorize the creation of, or issue, or authorize the issuance of, or permit any subsidiary to take any such action, any debt security, in each case other than Permitted Indebtedness, including, without limitation, any debt security which by its terms is convertible into or exchangeable for any equity security of the Corporation or any subsidiary of the Corporation and any security of the Corporation or any subsidiary of the Corporation which may represent a combination of debt and equity;

(vii) sell or otherwise transfer or dispose of any capital stock of any subsidiary of the Corporation;

(viii) cause the Corporation or any subsidiary of the Corporation to engage in any business as its principal business other than the business in which it is engaged as

its principal business on the date of filing of this Second Amended and Restated Certificate of Incorporation;

(ix) enter into any transaction with any affiliate of the Corporation or any subsidiary of the Corporation, including but not limited to any grant of Options or other equity-based incentives to members of the Board of Directors, their affiliates or the principal stockholders of the Corporation or any subsidiary of the Corporation, or pay any management fee or similar fee to any entity affiliated with any member of the Corporation's Board of Directors, but excluding any awards of any stock Options or stock appreciation rights under the Corporation's Equity Incentive Plan or any Stock Appreciation Rights Plan which have been specifically approved by the Compensation Committee of the Corporation's Board of Directors, and any base salaries, bonuses and benefits for management of the Corporation which have been approved by the Compensation Committee of the Corporation's Board of Directors;

(x) acquire, or permit any subsidiary of the Corporation to acquire, any other person(s) or entity(ies), whether by (w) merger or consolidation, (x) purchase, license or other transfer of all or substantially all of the assets of such person(s) or entity(ies) in a single transaction or series of related transactions, (y) purchase or other acquisition of more than 50% of the outstanding voting capital stock of such person(s) or entity(ies) in a single transaction or series of related transactions (whether issued and outstanding, newly issued or from treasury, or any combination thereof), or (z) other similar transaction or series of related transactions, for consideration in excess of \$7,500,000; or

(xi) enter into any agreement to effect any of the foregoing actions restricted by this Section 3(c).

Notwithstanding the foregoing provisions of this Section 3(c), no consent or vote shall be required under this Section 3(c) of any Designated Holder, or any holders of the Preferred Stock, for any action which has been otherwise approved by the Corporation's Board of Directors in connection with, or to directly facilitate, the compliance by the Corporation with its requirement to redeem any shares of Series A Preferred Stock or Series B Preferred Stock pursuant to this Second Amended and Restated Certificate of Incorporation (including Section 7 below).

(d) Special Definitions. For purposes of this Section 3 and this Second Amended and Restated Certificate of Incorporation, the following definitions shall apply:

(i) "**Asset Disposition**" shall mean the sale, lease, assignment or other transfer for value (each, a "**Disposition**") by the Corporation or any of its subsidiaries to any party other than the Corporation or any of its subsidiaries of any asset or right of the Corporation or any of its subsidiaries (including, the loss, destruction or damage of any thereof or any actual or threatened (in writing to the Corporation or any of its subsidiaries) condemnation, confiscation, requisition, seizure or taking thereof) other than the sale or lease of inventory in the ordinary course of business.

(ii) "**ATS Equity**" shall mean ATS Equity, L.L.C. and its successors and assigns.

(iii) "**BofA Credit Agreement**" means the Second Amended and Restated Credit Agreement, dated as of or on or about the date of filing of this Second Amended and Restated Certificate of Incorporation, among the Corporation, the lenders from time to time party thereto (the "**Lenders**") and Bank of America, N.A. in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "**Lender Agent**").

(iv) "**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.

(v) "**Consolidated Net Income**" shall mean, the consolidated net income (or loss), as determined in accordance with GAAP, of the Corporation and its subsidiaries for a period, excluding any gains from Asset Dispositions (specifically not excluding Dispositions the Net Cash Proceeds which do not in the aggregate exceed \$1,000,000 in the applicable period), any extraordinary gains and non-cash losses and any gains and non-cash losses from discontinued operations, with "non-cash" items being meant to include only items which no cash outlay could reasonably be expected in the foreseeable future.

(vi) "**Designated Holders**" shall mean each of (A) WestView, so long as WestView continues to hold a majority of the shares of Series A Preferred Stock originally issued to it (or shares of Common Stock into which such shares have been converted), and (B) ATS Equity, so long as ATS Equity continues to hold a majority of the shares of Series A Preferred Stock originally issued to it (or shares of Common Stock into which such shares have been converted).

(vii) "**EBITDA**" shall mean for any period, Consolidated Net Income for such period plus, to the extent deducted in determining such Consolidated Net Income for such period, without duplication, (a) Interest Expense, (b) income tax expense, (c) depreciation and amortization, (d) non-cash management compensation expense, and (e) extraordinary items.

(viii) "**fully-diluted basis**" shall mean, with respect to the number of shares of Common Stock deemed outstanding as of a particular time, the sum of, without duplication, (a) the aggregate number of shares of Common Stock issued and outstanding at such time, (b) the maximum number of shares of Common Stock issuable at such time upon the exercise of outstanding Options (but only to the extent that the fair market value of the Common Stock or other securities issuable upon exercise of such Options exceeds the exercise or other price payable upon exercise of such Options) and upon the conversion of all convertible debt instruments or other Convertible Securities outstanding at such time, and (c) the maximum number of shares of Common Stock issuable at such time upon the conversion of the Preferred Stock, including any shares of Preferred Stock issuable upon exercise of outstanding Options described in clause (b) above.

(ix) "**GAAP**" shall mean generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable

stature and authority within the U.S. accounting profession) and the United States Securities and Exchange Commission, which are applicable to the circumstances as of the date of determination.

(x) "**Interest Expense**" shall mean for any period the consolidated interest expense of the Corporation and its subsidiaries for such period (including all imputed interest on capital leases).

(xi) "**Indebtedness for Borrowed Money**" shall mean (a) all indebtedness of the Corporation and its subsidiaries for borrowed money, whether current or funded, or secured or unsecured; (b) all indebtedness of the Corporation and its subsidiaries for the deferred purchase price of property or services represented by a note or other security; (c) all indebtedness of the Corporation and its subsidiaries created or arising under any conditional sale or other title retention agreement with respect to property acquired by the Corporation or any of its subsidiaries (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (d) all indebtedness of the Corporation and its subsidiaries secured by a purchase money mortgage or other lien to secure all or part of the purchase price of property subject to such mortgage or lien; (e) all obligations under leases which shall have been or should be, in accordance with generally accepted accounting principles, recorded as capital leases in respect of which the Corporation or any of its subsidiaries are liable as lessee; (f) any liability of the Corporation or any of its subsidiaries in respect of banker's acceptances or letters of credit, including any reimbursement obligations with respect thereto; (g) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clause (a), (b), (c), (d), (e) or (f) above; and (h) all indebtedness referred to in clause (a), (b), (c), (d), (e), (f) or (g) above which is directly or indirectly guaranteed by the Corporation or any of its subsidiaries, or which the Corporation or any of its subsidiaries has agreed (contingently or otherwise) to purchase or otherwise acquire, or in respect of which the Corporation or any of its subsidiaries has otherwise assured a creditor against loss.

(xii) "**Net Cash Proceeds**" shall mean with respect to any Asset Disposition, the aggregate cash proceeds (including cash proceeds received pursuant to policies of insurance or by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received) received by the Corporation or any of its subsidiaries pursuant to such Asset Disposition net of (i) the direct costs relating to such sale, transfer or other disposition (including sales commissions and legal, accounting and investment banking fees), (ii) taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (iii) amounts required to be applied to the repayment of any debt secured by a lien on the asset subject to such Asset Disposition.

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

(xiv) "**Performance Default**" shall be deemed to have occurred if each of (A) the trailing twelve months' EBITDA of the Corporation and its subsidiaries, on a consolidated basis, is less than \$15,000,000 as of the end of each of four (4) consecutive fiscal

quarters as demonstrated by the financial books and records of the Corporation, including the most recently regularly prepared unaudited financial statements of the Corporation, and (B) each of ATS Equity and WestView shall have delivered written notice to the Corporation of such Performance Default.

(xv) “**Permitted Indebtedness**” shall mean (A) all Indebtedness for Borrowed Money of the Corporation or its subsidiaries outstanding on the date of filing of this Second Amended and Restated Certificate of Incorporation, or any refinancing thereof, or at anytime outstanding under the BofA Credit Agreement (or any refinancing thereof), provided, that the amount of Indebtedness for Borrowed Money under the BofA Credit Agreement (or any refinancing thereof) that may constitute Permitted Indebtedness shall not exceed \$80,000,000 in maximum principal amount, and (B) additional Indebtedness for Borrowed Money incurred by the Corporation or its subsidiaries after the date of filing of this Second Amended and Restated Certificate of Incorporation which does not exceed \$7,500,000 in outstanding principal amount (including any original issue discount) in the aggregate.

(xvi) “**Qualified Public Offering**” shall mean the sale of shares of Common Stock in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, at a per share price equal to not less than three (3) times the higher of the Series A Original Issue Price (as adjusted appropriately for any stock splits, stock dividends, stock combinations and similar transactions with respect to the Series A Preferred Stock occurring after the date of filing of this Second Amended and Restated Certificate of Incorporation), and resulting in total gross proceeds of not less than \$25,000,000 to the Corporation and any selling stockholders.

(xvii) “**WestView**” shall mean WestView Capital Partners, L.P. and its successors and assigns.

4. Optional Conversion. The holders of the Series A Preferred Stock and Series B Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

(a) Right to Convert.

(i) Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, 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 by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion (such conversion formula, hereinafter the “**Series A Conversion Ratio**”). The “**Series A Conversion Price**” shall initially be equal to the Series A Original Issue Price. The Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall also be subject to adjustment as provided below.

(ii) Each share of Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, 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 by dividing the Series B Original Issue Price by the

Series B Conversion Price (as defined below) in effect at the time of conversion (such conversion formula, hereinafter the "**Series B Conversion Ratio**"). The "**Series B Conversion Price**" shall initially be equal to the Series B Original Issue Price. The Series B Conversion Price, and the rate at which shares of Series B Preferred Stock may be converted into shares of Common Stock, shall also be subject to adjustment as provided below.

(iii) In the event of a notice of redemption of any shares of Series A Preferred Stock or Series B Preferred Stock pursuant to Section 6 hereof, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Stock and Series B Preferred Stock, unless such amounts are not paid on such date fixed for payment, in which case the Conversion Rights for such shares shall continue until such amount is paid in full.

(b) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Series A Preferred Stock or Series B 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 by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock and Series B 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) In order for a holder of Series A Preferred Stock or Series B Preferred Stock to voluntarily convert shares of Series A Preferred Stock or Series B Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock or Series B 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), at the office of the transfer agent for the Series A Preferred Stock or Series B Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series A Preferred Stock or Series B Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form 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 of such certificates (or lost certificate affidavit and agreement) and notice (or by the Corporation if the Corporation serves as its own transfer agent) 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 at such office to such holder of Series A Preferred Stock or Series B Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, together with cash in lieu of any fraction of a share.

(ii) The Corporation shall at all times when the Series A Preferred Stock or Series B Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the Series A Preferred Stock or Series B Preferred Stock, as applicable, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock and Series B Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock and Series B Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Second Amended and Restated Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Series A Conversion Price or Series B Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock or Series B 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 Series A Conversion Price or Series B Conversion Price, as the case may be.

(iii) All shares of Series A Preferred Stock or Series B 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, including the rights, if any, to receive notices and to vote, 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 the rights attendant to such shares of Common Stock. Any shares of Series A Preferred Stock and Series B Preferred Stock so converted shall be retired and cancelled and shall not be reissued as shares of such series or class, and the Corporation (without the need for stockholder action) may from time to time take such appropriate action as may be necessary to reduce the authorized number of shares of Series A Preferred Stock and Series B Preferred Stock accordingly.

(iv) Upon any such conversion, no adjustment to the Series A Conversion Price or Series B Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Stock or Series B Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion, provided, that the holder of such Series A Preferred Stock or Series B Preferred Stock shall be entitled to receive any such dividends and such dividends shall be paid in full in cash at the time of such conversion.

(v) 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 Series A Preferred Stock and Series B Preferred Stock pursuant to this Section 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 Series A Preferred Stock or Series B 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 for Diluting Issues.

(i) Special Definitions. For purposes of this Section 4, the following definitions shall apply:

(A) **“Original Issue Date”** shall mean the Series A Original Issue Date or the Series B Original Issue Date, as applicable.

(B) **“Series A Original Issue Date”** shall mean the date on which the first share of Series A Preferred Stock was issued.

(C) **“Series B Original Issue Date”** shall mean the date on which the first share of Series B Preferred Stock was issued.

(D) **“Additional Shares of Common Stock”** shall mean all shares of Common Stock issued (or, pursuant to Subsection 4(d)(iii) below, deemed to be issued) by the Corporation after the applicable Original Issue Date, other than the following (**“Exempted Securities”**):

- (I) shares of Common Stock issued or deemed issued as a dividend or distribution on Series A Preferred Stock or Series B Preferred Stock;
- (II) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsection 4(e) or 4(f) below;
- (III) shares of Common Stock issued or deemed issued to officers, employees or directors of the Corporation or any of its subsidiaries pursuant to Options granted under the Corporation’s Equity Incentive Plan dated at or about December 27, 2007;
- (IV) 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 either case if such Options or Convertible Securities were issued after December 27, 2007, and in each case provided such issuance is pursuant to the terms of such Option or Convertible Security, and after giving effect to Subsections 4(d)(iii) and 4(d)(iv) below;

(V) shares of Common Stock issued upon the exercise of Options or Convertible Securities outstanding on December 27, 2007; or

(VI) shares of Common Stock issued or deemed issued solely in consideration for the acquisition (whether by merger or otherwise) by the Corporation or any of its subsidiaries of all or substantially all of the stock or assets of any other person or entity, provided any such acquisition is approved by the Board of Directors of the Corporation and the holders of Series A Preferred Stock and the Series B Preferred Stock in accordance with Section 3(c) above.

(ii) No Adjustment. No adjustment in the Series A Conversion Price or Series B Conversion Price shall be made as the result of the issuance of Additional Shares of Common Stock if: (a) the consideration per share (determined pursuant to Subsection 4(d)(v)) for such Additional Shares of Common Stock issued or deemed to be issued by the Corporation is equal to or greater than the applicable Series A Conversion Price, with respect to shares of Series A Preferred Stock, or the Series B Conversion Price, with respect to shares of Series B Preferred Stock, in effect immediately prior to the issuance or deemed issuance of such Additional Shares of Common Stock, or (b) prior to such issuance or deemed issuance, the Corporation receives written notice from the holders of all of the then outstanding shares of Series A Preferred Stock, with respect to the Series A Conversion Price, or the holders of all of the then outstanding shares of Series B Preferred Stock, with respect to the Series B Conversion Price, agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(iii) Deemed Issue of Additional Shares of Common Stock.

(A) If the Corporation at any time or from time to time after the Series A Original Issue Date or the Series B Original Issue Date, as the case may be, shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which, upon exercise, conversion or exchange thereof, would entitle the holder thereof to receive 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 Series A Conversion Price pursuant to the terms of Subsection 4(d)(iv) below or the Series B Conversion Price pursuant to the terms of Subsection 4(d)(v) below, are revised (either automatically pursuant to the provisions contained therein or as a result of an amendment to such terms) 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, effective upon such increase or decrease becoming effective, the Series A Conversion Price or Series B 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 Series A Conversion Price or Series B Conversion Price as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, (1) no adjustment pursuant to this clause (B) shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of (i) the Series A Conversion Price as adjusted immediately after the original issuance of such Options or Convertible Securities (or the record date therefor) on the original adjustment date, and (ii) the Series A Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock between such original issuance of such Options or Convertible Securities and the date of any readjustment of the Conversion Price pursuant to this Subsection 4(d)(iii)(B) and (2) no adjustment pursuant to this clause (B) shall have the effect of increasing the Series B Conversion Price to an amount which exceeds the lower of (i) the Series B Conversion Price as adjusted immediately after the original issuance of such Options or Convertible Securities (or the record date therefor) on the original adjustment date, and (ii) the Series B Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock between such original issuance of such Options or Convertible Securities and the date of any readjustment of the Conversion Price pursuant to this Subsection 4(d)(iii)(B).

(C) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which, upon exercise, conversion or exchange thereof, would entitle the holder thereof to receive Exempted Securities), the issuance of which did not result in an adjustment to the Series A Conversion Price or Series B Conversion Price pursuant to the terms of Subsections 4(d)(iv) or 4(d)(v) below (either because the consideration per share (determined pursuant to Subsection 4(d)(vi) hereof) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Series A Conversion Price or Series B Conversion Price, as applicable, then in effect, or because such Option or Convertible Security was issued before the applicable Original Issue Date), are revised after the applicable Original Issue Date 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, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4(d)(iii)(A) above) 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 which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4(d)(iv) below or the Series B Conversion Price pursuant to the terms of Subsection 4(d)(v) below, the Series A Conversion Price or Series B Conversion Price, to the extent affected by or in any way computed based on the issuance of such Option or Convertible Security, shall be readjusted to such Conversion Price so as to reflect the issuance of only the number of Additional Shares of Common Stock (and Convertible Securities that remain in effect) actually issued upon the exercise of such Option or conversion or exchange of such Convertible Security.

(iv) Adjustment of Series A Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series A Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4(d)(iii)), without consideration or for a consideration per share less than the applicable 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:

$$CP_2 = CP_1 * (A + B) \div (A + C)$$

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

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

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

(C) "A" shall mean the number of shares of Common Stock outstanding and deemed 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 conversion of Convertible Securities (including the Series A Preferred Stock and Series B Preferred Stock) outstanding immediately prior to such issue);

(D) "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 issuance by CP₁); and

(E) "C" shall mean the number of such Additional Shares of Common Stock issued or deemed to be issued in such transaction.

(v) Adjustment of Series B Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series B Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4(d)(iii)), without consideration or for a consideration per share less than the applicable 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:

$$CP_2 = CP_1 * (A + B) \div (A + C)$$

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

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

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

(C) "A" shall mean the number of shares of Common Stock outstanding and deemed 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 conversion of Convertible Securities (including the Series A Preferred Stock and Series B Preferred Stock) outstanding immediately prior to such issue);

(D) "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 issuance by CP₁); and

(E) "C" shall mean the number of such Additional Shares of Common Stock issued or deemed to be issued in such transaction.

(vi) Determination of Consideration. For purposes of this Subsection 4(d), 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:

(I) 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;

- (II) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and
- (III) 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 clauses (I) and (II) above, as determined in good faith by the Board of Directors of the Corporation.

(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 Subsection 4(d)(iii), relating to Options and Convertible Securities, shall be determined by dividing

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

(vi) 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 Series A Conversion Price pursuant to the terms of Subsection 4(d)(iv) above or the Series B Conversion Price pursuant to the terms of Subsection 4(d)(v) above, and such issuance dates occur within a period of no more than 90 days from the first such issuance to the final such issuance, then, upon the

final such issuance, the Series A Conversion Price or Series B 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 subsequent issuances within such period).

(vii) No Adjustment. No adjustment in the Series A Conversion Price of any shares of Series A Preferred Stock or the Series B Conversion Price of any shares of Series B Preferred Stock shall be made as the result of the issuance of Additional Shares of Common Stock if the holder of such shares of Series A Preferred Stock or Series B Preferred Stock ("**Disqualified Shares**") is entitled, or is offered the right, to purchase a pro rata share of such Additional Shares of Common Stock on the same terms pursuant to an existing agreement with the Corporation or a binding offer made by the Corporation, and such holder fails to exercise such right or accept such offer. Furthermore, no adjustment in the Series A Conversion Price or Series B Conversion Price of any Disqualified Shares shall be made as a result of any subsequent issuance of Additional Shares of Common Stock.

(e) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the applicable Original Issue Date effect a subdivision of the outstanding Common Stock without a comparable subdivision of the Series A Preferred Stock or Series B Preferred Stock or combine the outstanding shares of Series A Preferred Stock or Series B Preferred Stock without a comparable combination of the Common Stock, the Series A Conversion Price or Series B Conversion Price, as applicable, in effect immediately before that subdivision or combination 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 applicable Original Issue Date combine the outstanding shares of Common Stock without a comparable combination of the Series A Preferred Stock or Series B Preferred Stock or effect a subdivision of the outstanding shares of Series A Preferred Stock or Series B Preferred Stock without a comparable subdivision of the Common Stock, the Series A Conversion Price or Series B Conversion Price, as applicable, in effect immediately before the combination or subdivision 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 applicable 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 the Common Stock in additional shares of Common Stock, then and in each such event the Series A Conversion Price or Series B Conversion Price, as applicable, 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 Series A Conversion Price or Series B Conversion Price, as applicable, in effect immediately prior to such dividend or other distribution 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 after 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;

provided, however, that 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 Series A Conversion Price or Series B Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price or Series B Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and provided further, however, that no such adjustment shall be made if the holders of Series A Preferred Stock or Series B Preferred Stock simultaneously receive (i) 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 Series A Preferred Stock or Series B Preferred Stock had been converted into Common Stock on the date of such event or (ii) a dividend or other distribution of shares of Series A Preferred Stock or Series B Preferred Stock which are convertible, as of the date of such event, into such number of shares of Common Stock as is equal to the number of additional shares of Common Stock being issued with respect to each share of Common Stock in such dividend or distribution.

(g) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2(b), if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock or Series B Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections (e) or (f) of this Section 4), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock and Series B Preferred Stock shall thereafter be convertible in lieu of the 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 Series A Preferred Stock or Series B 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 of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock and Series B Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price and Series B 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 the Series A Preferred Stock or Series B Preferred Stock.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price or Series B Conversion Price

pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock and Series B Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock or Series B 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 Series A Preferred Stock or Series B Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price and Series B 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 Series A Preferred Stock or Series B Preferred Stock.

(i) Notice of Certain Events. In the event:

(i) the Corporation shall take a record of the holders of its Common Stock (or other stock or securities at the time issuable upon conversion of the Series A Preferred Stock or Series B 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 stock of any class or any other securities, or to receive any other right; or

(ii) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

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

(iv) the occurrence of a Performance Default; or

(v) any proposed amendment to this Second Amended and Restated Certificate of Incorporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series A Preferred Stock and Series B Preferred Stock a notice specifying, as the case may be, (i) with respect to an event described in clause (i) above, the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, (ii) with respect to any event described in clauses (ii) or (iii) above, the effective date on which such Deemed Liquidation Event, reorganization, reclassification, 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 stock or securities at the time issuable upon the conversion of the Series A Preferred Stock or Series B Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other stock or securities) for securities or other property deliverable upon such Deemed Liquidation Event, reorganization, reclassification, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series A Preferred Stock, Series B Preferred Stock and the Common Stock, (iii) with respect to any Performance Default, the occurrence of such Performance Default, or (iv) with

respect to any proposed amendment to this Second Amended and Restated Certificate of Incorporation, the record date of the vote for such proposed amendment. Such notice shall be sent at least 20 days prior to the record date or effective date for the event specified in such notice, except in the case of the occurrence of a Performance Default in which case such notice shall be sent within 10 days after such occurrence. Any notice required by the provisions hereof to be given to a holder of shares of Series A Preferred Stock or Series B Preferred Stock shall be deemed sent to such holder if deposited in the United States mail, postage prepaid, and addressed to such holder at his, her or its address appearing on the books of the Corporation.

5. Mandatory Conversion.

(a) Upon the consummation of a Qualified Public Offering (the "**Mandatory Conversion Date**"), (x) all outstanding shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective Series A Conversion Ratio, (y) all outstanding shares of Series B Preferred Stock shall automatically be converted into shares of Class B Common Stock, at the then effective Series B Conversion Ratio, and (z) such shares may not be reissued by the Corporation as shares of such series or class.

(b) All holders of record of shares of Series A Preferred Stock and Series B Preferred Stock shall be given written notice of the Mandatory Conversion Date and the place designated for mandatory conversion of all such shares of Series A Preferred Stock and Series B Preferred Stock pursuant to this Section 5. Such notice need not be given in advance of the occurrence of the Mandatory Conversion Date. Such notice shall be sent by certified or registered mail, postage prepaid, or given by electronic communication in compliance with the provisions of the General Corporation Law, to each record holder of Series A Preferred Stock and Series B Preferred Stock. Promptly after receipt of such notice, each holder of shares of Series A Preferred Stock and Series B Preferred Stock shall surrender his, her or its certificate or certificates for all such shares to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled pursuant to this Section 5. On the Mandatory Conversion Date, all outstanding shares of Series A Preferred Stock and Series B Preferred Stock shall be deemed to have been converted into shares of Common Stock, which shall be deemed to be outstanding of record, and all rights with respect to the Series A Preferred Stock and Series B Preferred Stock so converted, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of Common Stock into which such Series A Preferred Stock and Series B Preferred Stock has been converted. 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 Date and the surrender of the certificate or certificates for Series A Preferred Stock and Series B Preferred Stock, the Corporation shall cause to be issued and delivered to such holder, or on his, her or its written order, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and cash as provided in Subsection 4(b) in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion.

(c) All certificates evidencing shares of Series A Preferred Stock and Series B Preferred Stock which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the Mandatory Conversion Date, be deemed to have been retired and cancelled and the shares of Series A Preferred Stock and Series B Preferred Stock represented thereby converted into Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. Such converted Series A Preferred Stock and Series B Preferred Stock may not be reissued as shares of such series or class, 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 Series A Preferred Stock and Series B Preferred Stock accordingly.

6. Optional Redemption.

(a) Redemption. Each holder of Series A Preferred Stock and Series B Preferred Stock shall have the right to cause the Corporation to redeem from such holder all, but not less than all, of the outstanding shares of Series A Preferred Stock and Series B Preferred Stock held by such holder, at a price per share equal to the Redemption Price (as defined below), by giving prior written notice (a "**Redemption Notice**") to the Corporation within thirty (30) days after any of September 27, 2013, September 27, 2014, and September 27, 2015 (each, a "**Redemption Election Period**"). The date upon which the first Redemption Notice is provided to the Corporation in connection with a Redemption Election Period is referred to herein as a "**Redemption Notice Date.**" Upon receipt of a Redemption Notice, the Corporation shall set the date for redemption (the "**Redemption Date**"), which shall not be more than nine (9) months after the Redemption Notice Date (but in any event, as to any Redemption Notice given in 2013, shall not be before nine (9) months after the Redemption Notice Date to the extent the BofA Credit Agreement is in full force and effect) and shall promptly send a copy of such Redemption Notice and a notice of the Redemption Date to all other holders of Series A Preferred Stock and Series B Preferred Stock. The holders of Series A Preferred Stock and Series B Preferred Stock (other than the holder who tendered the Redemption Notice) may then elect, by written notice delivered to the Corporation within thirty (30) days following such notice from the Corporation, to include the shares of Series A Preferred Stock and Series B Preferred Stock held by them in such redemption. Failure by any holders of Series A Preferred Stock and Series B Preferred Stock to deliver a Redemption Notice, or to give such timely written notice of its election to be included in any redemption to occur on any Redemption Date in connection with a Redemption Notice delivered by another holder of Series A Preferred Stock or Series B Preferred Stock, shall be deemed to be a waiver by such holder of its right to have its shares of Series A Preferred Stock or Series B Preferred Stock redeemed by the Corporation in connection with such Redemption Election Period. Upon determination of the Redemption Price in connection with any Redemption Election Period, the Corporation shall promptly send a notice thereof to all holders of Series A Preferred Stock and Series B Preferred Stock.

(b) Debt Blocker/Insufficient Funds. Notwithstanding any provision to the contrary contained in this Second Amended and Restated Certificate of Incorporation, the Corporation shall not, and shall not be obligated to, effect any purchase, redemption, dividend, distribution, or any other payment whatsoever with respect to any of the Stock, including but not limited to pursuant to Subsection 2(b) above or this Section 6 (any such purchase, redemption, dividend, distribution or other payment, a "**Distribution**"), if such Distribution would constitute a

violation, breach or default of any provision of any obligation, loan, securities purchase or credit agreement relating to Permitted Indebtedness (including without limitation the BofA Credit Agreement) to which the Corporation or any of its subsidiaries is now or may hereafter in good faith become a party, provided, that in the event the Corporation is prevented from effecting any Distribution by virtue of the terms of this Section 6(b), the obligation to make such Distribution shall remain outstanding and the Corporation shall cause such Distribution to be made promptly following such time as such Distribution would no longer constitute a violation, breach or default of any provision of any such obligation, loan, securities purchase or credit agreement relating to Permitted Indebtedness; and provided, further, that notwithstanding that this Section 6(b) may restrict the Corporation from effecting any Distribution with the proceeds of any Required Sale, nothing in this Section 6(b) shall be deemed to limit any right of either WestView or ATS Equity or any holder of shares of Preferred Stock to make a Sale Request in accordance with Section 7 below, or the obligations of the Corporation set forth in section 7 below in respect of such Sale Request.

(c) Insufficient Funds. If the Corporation does not have sufficient funds legally available to redeem on any Redemption Date all shares of Series A Preferred Stock and Series B Preferred Stock for which redemption has been requested pursuant to Section 6(a) on such Redemption Date, the Corporation shall redeem a pro rata portion of each redeeming holder's shares of Series A Preferred Stock and Series B Preferred Stock out of funds legally available therefor, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. In the event that the Corporation fails to redeem any shares for which redemption is required pursuant to this Section 6 for any reason on the applicable Redemption Date (including but not limited to the limitations set forth in Section 6(b) above), then during the period from the applicable Redemption Date for such shares through the date on which the Redemption Price is paid in full for all shares requested to be redeemed, a dividend shall be payable with respect to such shares at the rate of twenty percent (20%) per annum of the amount of the Redemption Price payable in cash at such time as the Redemption Price is paid in full. Notwithstanding any provision herein to the contrary, in the event that the Redemption Price plus all accrued dividends thereon has not been paid in full by the six (6) month anniversary of the applicable Redemption Date (a "**Redemption Default**"), the number of members of the Corporation's Board of Directors shall be decreased pursuant to Section 3(b) above, the holders of Series A Preferred Stock and Series B Preferred Stock shall be entitled to the additional voting rights provided in Section 3(a) above and the holders of shares of Series A Preferred Stock and Series B Preferred Stock requested to be redeemed shall have the right to deliver a Sale Request under Section 7 below.

(d) Surrender of Certificates; Payment. On or before the Redemption Date, each holder of shares of Series A Preferred Stock and Series B Preferred Stock to be redeemed on the Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4 hereof, shall surrender the certificate or certificates representing such shares to the Corporation, or produce such affidavits of loss as are reasonably required by the Corporation, in the manner and at the place designated by the Corporation, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be

canceled and retired, or deemed canceled and retired. In the event less than all of the shares of Series A Preferred Stock or Series B Preferred Stock represented by a certificate are redeemed on the Redemption Date as a result of the limitation set forth in paragraph (a) above, a new certificate representing the unredeemed shares of Series A Preferred Stock or Series B Preferred Stock shall promptly be issued to such holder.

(e) Rights Subsequent to Redemption. If on or after the Redemption Date the Redemption Price plus any accrued but unpaid dividends thereon payable upon redemption of the shares of Series A Preferred Stock and Series B Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred Stock or Series B Preferred Stock subject to a Redemption Notice shall not have been surrendered, dividends with respect to such shares of Series A Preferred Stock and Series B Preferred Stock shall cease to accrue after such payment, tender or deposit and all rights with respect to such shares shall forthwith thereafter terminate, except only the right of the holders to receive the Redemption Price plus any accrued but unpaid dividends thereon through the date of payment, tender or deposit without interest upon surrender of their certificate or certificates therefor.

(f) Redeemed or Otherwise Acquired Shares. Any shares of Series A Preferred Stock and Series B Preferred Stock which are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately canceled and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series A Preferred Stock and Series B Preferred Stock following redemption.

(g) Restrictions. At any time after delivery of a Redemption Notice by any holders of Series A Preferred Stock or Series B Preferred Stock and until the full amount of the Redemption Price shall have been paid to such holders (or deposited with an independent payment agent, as aforesaid) with respect to any shares of Series A Preferred Stock and Series B Preferred Stock they shall have elected to have redeemed, or during any other period in which a Distribution otherwise required to be made by the Corporation is restricted pursuant to Section 6(b) above (each, a "**Pending Redemption Period**"), the Corporation shall not (i) pay any extraordinary bonus compensation to any of its officers, directors or employees, (ii) declare any dividend or make any distribution on its shares of capital stock, or (iii) redeem or repurchase any other securities of the Corporation. During any Pending Redemption Period, the Corporation shall be required to use its reasonable best efforts to obtain the funds necessary to pay the applicable amount of the Distribution.

(h) Special Definitions. For purposes of this Section 6, the following definitions shall apply:

(A) "**Fair Market Value**" as of any date shall be the fair market value of all of the outstanding equity of the Corporation, determined as provided herein. The Fair Market Value in connection with any redemption of Series A Preferred Stock and/or Series B Preferred Stock shall be determined by mutual agreement between the Corporation and the holders of a majority of the shares of Series A Preferred Stock and Series B Preferred Stock

which are being so redeemed (the "**Redeeming Holders**"), with the holders of such majority of the shares of Series A Preferred Stock and Series B Preferred Stock to be so redeemed being referred to herein as the "**Majority Redeeming Holders**"; provided that if the Corporation and such holder(s) are unable to agree on such amount within thirty (30) days of receipt by the Corporation of a Redemption Notice, then Fair Market Value shall be determined by a Qualified Appraiser mutually agreed to by the Corporation and the Majority Redeeming Holders. In the event the Corporation and the Majority Redeeming Holders cannot mutually agree upon a Qualified Appraiser within forty-five (45) days of receipt by the Corporation of a Redemption Notice, the Corporation and the Majority Redeeming Holders will each select a Qualified Appraiser to determine the Fair Market Value. The respective appraisals will be provided to the Corporation and the Majority Redeeming Holders promptly upon completion. If the Fair Market Value appraisals are within ten percent (10%) of one another, the Fair Market Value shall be the average of the two appraisals. In the event the appraised valuations differ by more than ten percent (10%), the two Qualified Appraisers chosen by the Corporation and the Majority Redeeming Holders, respectively, shall choose a third Qualified Appraiser and the third Qualified Appraiser shall conduct an appraisal to determine the Fair Market Value (the "**Third Appraisal**"). Upon completion, the Third Appraisal shall be promptly delivered to the Corporation and the Redeeming Holders. The Third Appraisal valuation shall be averaged with the prior appraisal that is closer in value to the Third Appraisal, but shall not in any event be higher than the higher of the first two appraisals or lower than the lower of the first two appraisals. The average of these two appraisals shall be the Fair Market Value and binding on the Corporation, the Redeeming Holder and any other holder of Series A Preferred Stock or Series B Preferred Stock whose shares of Series A Preferred Stock or Series B Preferred Stock are included in such redemption for the purposes only of the subject redemption. All appraisals required herein shall be paid for by the Corporation. In determining the Fair Market Value, each of the Qualified Appraisers shall evaluate the equity of the Corporation on a debt-free and cash-free basis, as a whole as if all or substantially all of the assets or all of the capital stock of the Corporation were to be sold as a going-concern in an active auction process using such methods as the Qualified Appraiser shall deem appropriate, and assuming a normal and sufficient level of working capital, with any excess working capital being valued for this purposes on a dollar-for-dollar "net" basis, without taking into account any discount for minority ownership, illiquidity or restrictions on transfer, or the tax consequences of such sale to the Corporation or its stockholders.

(B) "**Qualified Appraiser**" shall mean an entity of national standing that routinely, as part of its core business, (x) represents, as an agent, buyers and sellers of businesses similar in scale to the Corporation and its subsidiaries, and within the same or related industries, and (y) evaluates the amount of proceeds that would be generated by the open market sale of such businesses as a going concern, including for purposes of serving as an agent in connection with such transactions, using methodologies that give due regard to recent sales of comparable businesses, management's financial projections, and other measurements of value customarily employed for such purposes.

(C) "**Redemption Price**" per share shall mean, with respect to any shares of Series A Preferred Stock or Series B Preferred Stock being redeemed on any Redemption Date, the amount equal to the greater of (x) the amount determined by dividing (i) the Fair Market Value as of the end of the fiscal quarter ending prior to the fiscal quarter

including the first day of the Redemption Election Period in which the Redemption Notice provided to the Corporation in connection with such redemption is delivered, by (ii) the number of shares of Common Stock outstanding on such date on a fully diluted basis, and (y) the Series A Liquidation Amount or Series B Liquidation Amount, as applicable.

7. Sale of the Corporation. If requested by notice in writing to the Corporation (a "Sale Request") at any time following the occurrence of a Redemption Default or a Performance Default by (a) in the case of a Redemption Default, any holder of shares of Series A Preferred Stock and Series B Preferred Stock requested to be redeemed, or (b) in the case of a Performance Default, each of WestView and ATS Equity, the Corporation's Board of Directors shall use its reasonable best efforts to effect the sale of all or substantially all of the assets of the Corporation and its subsidiaries or the sale of all of the capital stock of the Corporation and its subsidiaries, whether by merger, share exchange, exchange offer or other similar transaction (a "Required Sale"), as soon as reasonably practicable after receipt by the Corporation of a Sale Request. Any Required Sale shall be consummated at such price and on such terms as the Board of Directors shall determine to be fair and reasonable; provided, that any member of the Corporation's Board of Directors who is affiliated with, or has an interest in, any prospective buyer of the Corporation shall not be entitled to vote on any Required Sale involving such buyer. For purposes of this Section 7, the Corporation's Board of Directors shall be deemed to have used its reasonable best efforts to effect a Required Sale if within thirty (30) days following receipt of a Sale Request, the Board of Directors (i) adopts a resolution authorizing the solicitation of offers to buy the capital stock or assets of the Corporation and its subsidiaries, (ii) retains an investment banking firm of national standing to assist with conducting a Required Sale and with the identification of prospective purchasers, and (iii) directs the Corporation's officers and advisors to proceed with all reasonable dispatch to consummate a Required Sale upon the best terms available. The net proceeds of any Required Sale received by the Corporation shall first be used to satisfy any unpaid Redemption Price prior to any amounts being distributed to other holders of Series A Preferred Stock, Series B Preferred Stock and Common Stock in accordance with the liquidation preferences set forth in Section 2(a) above.

8. Waiver. Any of the rights, powers or preferences of the holders of Series A Preferred Stock and Series B Preferred Stock set forth herein may be defeated by the affirmative consent or vote of either (x) each of the Designated Holders or (y) if there are no Designated Holders, the holders of at least a majority of the shares of Series A Preferred Stock and Series B Preferred Stock then outstanding (measured together based on the number of shares of Common Stock into which such shares of Series A Preferred Stock and Series B Preferred Stock are then convertible in accordance with the terms thereof), consenting or voting together separately as a class.

FIFTH: Subject to any additional vote required by this Second Amended and Restated Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors 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 this Second Amended and Restated 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 of Directors 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: To the fullest extent permitted by applicable law, the Corporation shall provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer or other agent 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, officer or other agent occurring prior to, such amendment, repeal or modification.

ELEVENTH: Subject to any additional vote required by this Second Amended and Restated Certificate of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Second Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

TWELFTH: The Corporation renounces, to the fullest extent permitted under applicable law, 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 Series A Preferred Stock or Series B Preferred 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.