

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trusted Computer Solutions, Inc.		06/20/2003	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Trusted Computer Solutions, Inc.		
Street Address:	2350 Corporate Park Drive		
Internal Address:	Suite 500		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2794540	SECUREOFFICE	
CORRESPONDENCE DATA			
Fax Number:	(202)466-0502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 466 0530		
Email:	pcj@jorgensenfirm.com		
Correspondent Name:	Paul C. Jorgensen		
Address Line 1:	1250 24th Street NW		
Address Line 2:	Suite 300		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
NAME OF SUBMITTER:	Paul C. Jorgensen		
Signature:	/Paul C. Jorgensen/		
Date:	05/06/2011		

OP \$40.00 2794540

Total Attachments: 19

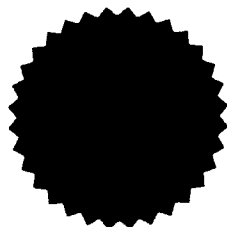
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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "TRUSTED COMPUTER SOLUTIONS, INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF JUNE, A.D. 2003, AT 4:56 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3672763 8100

AUTHENTICATION: 2492266

030416937

DATE: 06-24-03

TRADEMARK
REEL: 004536 FRAME: 0094

**CERTIFICATE OF INCORPORATION
OF
TRUSTED COMPUTER SOLUTIONS, INC.
A DELAWARE STOCK CORPORATION**

The undersigned incorporator hereby forms a stock corporation (the "*Company*") under the provisions of the General Corporation Law of Delaware and to that end states the following:

**I.
Name**

- A. The name of the Company is Trusted Computer Solutions, Inc.

**II.
Initial Registered Office and Agent**

- A. The initial Registered Office of the Company in the State of Delaware is located at 1220 North Market Street, Suite 606, City of Wilmington, County of Newcastle, Delaware 19801. The Registered Agent at such Registered Office is Registered Agent Legal Services, LLC.

**III.
Purposes and Powers**

- A. The purposes for which the Company is organized are to design, develop, market, and support computer software and systems in the fields of computer security, secure workstations, secure communications, and related fields, to provide related consulting, to engage in any business not prohibited by law or required to be stated in the Certificate of Incorporation, and to engage in any other lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware. Without limitation by virtue of the preceding sentence, the Company has the power to do all things necessary or convenient to carry out its business and affairs, including but not limited to those stated in Sections 121, 122, and 123 of the General Corporation Law of Delaware.

**IV.
Authorized Shares**

- A. The Company is authorized to issue two classes of stock to be designated, respectively, "*Common Stock*" and "*Preferred Stock*." The total number of shares which the Company is authorized to issue is 29,070,720 shares, consisting of 24,225,600 shares of Common Stock (the "*Common Stock*"), of which 20,995,520 shares shall be "*Voting Common Stock*" and 3,230,080 shares shall be "*Non-Voting Common Stock*", and 4,845,120 shares of Preferred Stock (the "*Preferred Stock*"). The Preferred Stock shall have a par value of \$.001 per share and the Common Stock shall have a par value of \$.001 per share.

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:08 PM 06/20/2003
FILED 04:56 PM 06/20/2003
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B. Holders of shares of Voting Common Stock have unlimited voting rights, with one vote for each share of Voting Common Stock. Holders of shares of Voting Common Stock do not have the right to cumulate their votes in elections of directors. Holders of shares of Non-Voting Common Stock have no right to vote. Holders of shares of Voting Common Stock and Non-Voting Common Stock have equal rights in all respects other than voting. Subject to any rights of the holders of Preferred Stock stated herein, the holders of all shares of Common Stock, both Voting and Non-Voting, are entitled to receive the net assets of the Company upon dissolution on an equal basis, share for share.

C. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the outstanding stock of the Company (voting together on an as-if-converted basis).

D. Of the authorized shares of Preferred Stock, 4,845,120 shares are hereby designated "Series A Preferred Stock" (the "*Series A Preferred*").

E. The rights, preferences, privileges, restrictions and other matters relating to the Series A Preferred are as follows:

1. **DIVIDEND RIGHTS.**

(a) Holders of Series A Preferred, in preference to the holders of Common Stock, shall be entitled to receive, when and as declared by the Board of Directors (the "*Board*") or as otherwise set forth herein, but only out of funds that are legally available therefor, cumulative cash dividends at the rate of six percent (6%) of the Original Issue Price (as defined below) per annum on each outstanding share of Series A Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) (the "*Series A Preferred Accruing Dividends*"). So long as any shares of Series A Preferred are outstanding, the Series A Preferred Accruing Dividends shall accrue from the date of issuance of each share of Series A Preferred, whether or not declared and whether or not there shall be accumulated earnings and profits available for the payment of dividends in any particular fiscal year. No dividend shall be paid on shares of Common Stock or on any series of preferred stock ranking junior to or on parity with the Series A Preferred unless and until all Series A Preferred Accruing Dividends have been paid in full.

(b) The "*Original Issue Price*" of the Series A Preferred shall be \$0.61918 per share.

(c) So long as any shares of Series A Preferred are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Common Stock until all Series A Preferred Accruing Dividends shall have been paid or declared and set apart, except for:

(i) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares upon termination of services to the Company; or

(ii) acquisitions of Common Stock in exercise of the Company's right of first refusal to repurchase such shares.

(d) In the event dividends are paid on any share of Common Stock, the Company shall pay an additional dividend on all outstanding shares of Series A Preferred in a per share amount equal (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

(e) The provisions of Sections 1(c) and 1(d) shall not apply to a dividend payable in Common Stock, or any repurchase of any outstanding securities of the Company that is approved by (i) the Board and (ii) the Series A Preferred, which approval may be evidenced by the written or oral approval of the director elected by the holders of the Series A Preferred (the "Series A Director").

2. VOTING RIGHTS.

(a) **General Rights.** Each holder of shares of the Series A Preferred shall be entitled to the number of votes equal to the number of shares of Voting Common Stock into which such shares of Series A Preferred could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Voting Common Stock and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Company (the "Bylaws"). Except as otherwise provided herein or as required by law, the Series A Preferred shall vote together with the Voting Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Voting Common Stock.

(b) **Separate Vote of Series A Preferred.** For so long as any shares of Series A Preferred (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Series A Preferred after the filing date hereof) remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least a majority of the outstanding Series A Preferred shall be necessary for effecting or validating any of the following actions:

(i) Any amendment, alteration, or repeal of any provision of the Certificate of Incorporation (the "Charter") or the Bylaws (including any filing of a Certificate of Designation), that alters or changes the voting or other powers, preferences, or other special rights, privileges or restrictions of the Series A Preferred (whether by merger, consolidation or the like);

(ii) Any amendment or waiver of any provision of the Charter or Bylaws in a manner adverse to the rights, preferences, or privileges of the Series A Preferred (whether by merger, consolidation or the like);

(iii) Any increase or decrease in the authorized number of shares of Common Stock or Preferred Stock;

(iv) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock (including the authorization of shares of "blank check" preferred stock) or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Series A Preferred in right of redemption, liquidation preference, voting or dividends or any increase in the authorized or designated number of any such new class or series;

(v) Any redemption, repurchase, retirement or other acquisition of (i) shares of preferred stock of a series ranking junior to or on a parity with the Series A Preferred (except for redemptions pursuant to Section 6 hereof) or (ii) shares of Common Stock (except for acquisitions of Common Stock by the Company permitted by Section 1(c) or 1(e) hereof);

(vi) Consummation of any merger, liquidation, consolidation or other corporate reorganization of the Company or consummation of any transaction or series of transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred;

(vii) Consummation of any transaction or series of transactions in which all or substantially all of the assets of the Company are sold, licensed, leased or otherwise disposed of, or a sale or exclusive license of all or substantially all of the Company's intellectual property;

(viii) Any action that results in the payment or declaration of a dividend or any distribution (other than a distribution covered by Sections 3 or 6 hereof) on any shares of Common Stock or Preferred Stock;

(ix) Any voluntary dissolution or liquidation of the Company;

or

(x) Any increase or decrease in the authorized number of members of the Board from five (5);

provided, however, that the provisions of subsections (iii), (vi), (vii), (viii), (ix), and (x) of this Section 2(b) shall not apply at any time when fewer than 2,400,000 shares of Series A Preferred are outstanding.

(c) Election of Board of Directors.

(i) For so long as any shares of Series A Preferred remain outstanding (subject to adjustment for any stock split, reverse stock split or similar event affecting the Series A Preferred after the filing date hereof) the holders of Series A Preferred, voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director;

(ii) the holders of Voting Common Stock, voting as a separate class, shall be entitled to elect three (3) members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors; and

(iii) the holders of Voting Common Stock and Series A Preferred, each voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director.

3. LIQUIDATION RIGHTS.

(a) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "Liquidation Event"), before any distribution or payment shall be made to the holders of any Common Stock, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution, or the consideration received in such transaction, for each share of Series A Preferred held by them, an amount per share of Series A Preferred equal to the Original Issue Price plus all accrued and unpaid Series A Preferred Accruing Dividends (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) (the "Series A Preference Amount"). If, upon any such liquidation, dissolution, or winding up, the assets of the Company (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series A Preferred of the liquidation preference set forth in this Section 3(a), then such assets (or consideration) shall be distributed among the holders of Series A Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(b) [this paragraph is manually numbered] After the payment of the Series A Preference Amount as set forth in Section 3(a) above, the assets of the Company legally available for distribution in such Liquidation Event (or the consideration received in such transaction), if any, shall be distributed ratably to the holders of the Common Stock and Series A Preferred on an as-if-converted to Common Stock basis until such time as the holders of Series A Preferred have received pursuant to Section 3(a) above and this Section 3(b) an aggregate amount per share of Series A Preferred equal to three (3) times the Series A Preference Amount; thereafter, the remaining assets of the Company legally available for distribution in such Liquidation Event (or

the consideration received in such transaction), if any, shall be distributed ratably to the holders of the Common Stock.

(c) Notwithstanding paragraphs (a) and (b) above, solely for purposes of determining the amount each holder of shares of Series A Preferred is entitled to receive with respect to a Liquidation Event, each series of Series A Preferred shall be treated as if all holders of such series had converted such holder's shares of such series into shares of Common Stock immediately prior to the Liquidation Event if, as a result of an actual conversion of any series of Series A Preferred (including taking into account the operation of this paragraph (c) with respect to all series of Series A Preferred), holders of such series would receive (with respect to such series), in the aggregate, an amount greater than the amount that would be distributed to holders of such series if such holders had not converted such series of Series A Preferred into shares of Common Stock. If holders of any series are treated as if they had converted shares of Series A Preferred into Common Stock pursuant to this paragraph, then such holders shall not be entitled to receive any distribution pursuant to Section 3(a) and 3(b) that would otherwise be made to holders of such series of Series A Preferred.

4. ASSET TRANSFER OR ACQUISITION RIGHTS.

(a) In the event that the Company is a party to an Acquisition or Asset Transfer (as hereinafter defined), then each holder of Series A Preferred shall be entitled to receive, for each share of Series A Preferred then held, out of the proceeds of such Acquisition or Asset Transfer, the greater of the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to (i) Section 3(a) and 3(b) above or (ii) Section 3(c) above.

(b) For the purposes of this Section 4: (i) "Acquisition" shall mean any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, own less than 50% of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; *provided* that an Acquisition shall not include (x) any consolidation or merger effected exclusively to change the domicile of the Company, or (y) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) "Asset Transfer" shall mean a sale, lease or other disposition of all or substantially all of the assets of the Company.

(c) In any Acquisition or Asset Transfer, (i) if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made and (ii) any payments or proceeds that could be made or distributed following the closing of any Acquisition or Asset Transfer as the result of termination or expiration of an escrow or operation of an earn-out or similar arrangement or termination of disclaimer or appraisal rights,

shall be treated for the purposes of Section 3 and distributed in accordance with the terms of Section 3 as if paid at the closing of such Acquisition or Asset Transfer, but the portion of such payments or proceeds distributable to the holders of Series A Preferred (or Common Stock if the Series A Preferred has been deemed converted pursuant to Section 3(c) above) shall not be distributed to said holders until such actual, unencumbered receipt by the Company.

(d) **Notice of Acquisition or Asset Transfer.** In the event the Company shall propose to undertake any Acquisition or Asset Transfer, the Company shall, as promptly as practicable after the date the Board approves such action and, in any event, a reasonable time prior to any stockholders' meeting called to approve such action, whichever is earlier, give each holder of Series A Preferred initial written notice of the proposed action. Such initial written notice shall describe the material terms and conditions of such proposed action, including a description of the stock, cash and property to be received by the holders of Series A Preferred and Common Stock (to the extent then calculable) upon consummation of the proposed action and the proposed date of delivery thereof. If any material change in the facts set forth in the initial notice shall occur, the Company shall promptly give written notice to each holder of Series A Preferred of such material change.

5. **CONVERSION RIGHTS.**

The holders of the Series A Preferred shall have the following rights with respect to the conversion of the Series A Preferred into shares of Voting Common Stock (the "*Conversion Rights*"):

(a) **Optional Conversion.** Subject to and in compliance with the provisions of this Section 5, any shares of Series A Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Voting Common Stock, provided the conversion is done in lots of the lesser of (1) 2,000,000 or more shares, or (2) all shares then held by the converting holder. The number of shares of Voting Common Stock to which a holder of Series A Preferred shall be entitled upon conversion shall be the product obtained by multiplying the "*Series A Preferred Conversion Rate*" then in effect (determined as provided in Section 5(b)) by the number of shares of Series A Preferred being converted.

(b) **Series A Preferred Conversion Rate.** The conversion rate in effect at any time for conversion of the Series A Preferred (the "*Series A Preferred Conversion Rate*") shall be the quotient obtained by dividing the Original Issue Price of the Series A Preferred by the "*Series A Preferred Conversion Price*," calculated as provided in Section 5(c).

(c) **Series A Preferred Conversion Price.** The conversion price for the Series A Preferred shall initially be the Original Issue Price of the Series A Preferred (the "*Series A Preferred Conversion Price*"). Such initial Series A Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Series A Preferred Conversion Price herein shall mean the Series A Preferred Conversion Price as so adjusted.

(d) **Mechanics of Conversion.** Each holder of Series A Preferred who desires to convert the same into shares of Voting Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series A Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series A Preferred being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Voting Common Stock to which such holder is entitled and shall promptly pay (i) in cash or, at the option of the Company, in Voting Common Stock (at the Voting Common Stock's fair market value determined by the Board as of the date of such conversion), any accrued and unpaid Series A Preferred Accruing Dividends on any shares of Series A Preferred being converted and (ii) in cash (at the Voting Common Stock's fair market value determined by the Board as of the date of conversion) the value of any fractional share of Voting Common Stock otherwise issuable to any holder of Series A Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series A Preferred to be converted, and the person entitled to receive the shares of Voting Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Voting Common Stock on such date.

(e) **Adjustment for Stock Splits and Combinations.** If at any time or from time to time after the date that the first share of Series A Preferred is issued (the "*Original Issue Date*") the Company effects a subdivision of the outstanding Common Stock without a corresponding subdivision of the Preferred Stock, the Series A Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Preferred Stock, the Series A Preferred Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) **Adjustment for Common Stock Dividends and Distributions.** If at any time or from time to time after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution in additional shares of Common Stock without a corresponding dividend or other distribution to holders of Preferred Stock, the Series A Preferred Conversion Price that is then in effect shall be decreased as of the time of such issuance, as provided below:

(1) The Series A Preferred Conversion Price shall be adjusted by multiplying the Series A Preferred Conversion Price then in effect by a fraction equal to:

(A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

(ii) If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, the Series A Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Preferred Conversion Price shall be adjusted pursuant to this Section 5(f) to reflect the actual payment of such dividend or distribution.

(g) Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation. If at any time or from time to time after the Original Issue Date, the Common Stock issuable upon the conversion of the Series A Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 5), in any such event each holder of Series A Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, merger, consolidation or other change by holders of the maximum number of shares of Common Stock into which such shares of Series A Preferred could have been converted immediately prior to such recapitalization, reclassification, merger, consolidation or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Series A Preferred after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of the Series A Preferred Conversion Price then in effect and the number of shares issuable upon conversion of the Series A Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(h) Sale of Shares Below Series A Preferred Conversion Price.

(i) If at any time or from time to time after the Original Issue Date, the Company issues or sells, or is deemed by the express provisions of this Section 5(h) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Section 5(e), 5(f) or 5(g) above, for an Effective Price (as defined below) less than the then effective Series A Preferred Conversion Price, the then effective Series A Preferred Conversion Price shall be reduced, as of the opening of business on the date of such issuance or sale, to the Effective Price of such issuance or sale. The provisions of this Section 5(h)(i) shall apply through, if applicable, and then shall terminate on June 30, 2004.

(ii) If at any time or from time to time on or after July 1, 2004, the Company issues or sells, or is deemed by the express provisions of this Section 5(h) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Sections 5(e), 5(f) or 5(g) above, for an Effective Price (as defined below) less than the then effective Series A Preferred Conversion Price (a "*Qualifying Dilutive Issuance*"), then and in each such case, the then existing Series A Preferred Conversion Price shall be reduced, as of the opening of business on the date of such issue or sale, to a price determined by multiplying the Series A Preferred Conversion Price in effect immediately prior to such issuance or sale by a fraction equal to:

(A) the numerator of which shall be (A) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (B) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-existing Series A Preferred Conversion Price, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of shares of Common Stock outstanding, (B) the number of shares of Common Stock into which the then outstanding shares of Series A Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which could be obtained through the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

(iii) No adjustment shall be made to the Series A Preferred Conversion Price in an amount less than one cent per share. Any adjustment otherwise required by this Section 5(h) that is not required to be made due to the preceding sentence shall be carried forward and included in any subsequent adjustment to the Series A Preferred Conversion Price.

(iv) For the purpose of making any adjustment required under this Section 5(h), the aggregate consideration received by the Company for any issue or sale of securities (the "*Aggregate Consideration*") shall be defined as: (A) to the extent it consists of cash, be computed at the net amount of cash received by the Company after deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale but without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in

good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options. Aggregate Consideration which is subject to any contingency, transfer restriction, vesting requirement, and/or other encumbrance shall not be deemed received by the Company for any purpose unless and until all such encumbrances have been satisfied, released, or terminated, as applicable.

(v) For the purpose of the adjustment required under this Section 5(h), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights, evidence of indebtedness, shares or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "Convertible Securities") or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than the Series A Preferred Conversion Price, in each case the Company shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); provided that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(vi) If the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; provided further, that if the minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

(vii) No further adjustment of the Series A Preferred Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Series A Preferred Conversion Price as adjusted upon

the issuance of such rights, options or Convertible Securities shall be readjusted to the Series A Preferred Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, as were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, *provided* that such readjustment shall not apply to prior conversions of Series A Preferred.

(viii) For the purpose of making any adjustment to the Conversion Price of the Series A Preferred required under this Section 5(h), "*Additional Shares of Common Stock*" shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h) (including shares of Common Stock subsequently reacquired or retired by the Company), other than shares of Common Stock issued or issuable:

(A) upon exercise or conversion of Convertible Securities issued or issuable after the Original Issue Date to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary pursuant to the Company's TCS 1998 Stock Option Plan or TCS 2001 Board of Advisors Stock Option Plan, as they may be amended from time to time, or pursuant to any other stock purchase plan, stock option plan, or other equity compensation plan approved by at least a majority of the Board, *provided* that, in each case, the Board vote on such other plan shall include the affirmative vote of the Series A Director;

(B) upon exercise or conversion of Convertible Securities outstanding as of the Original Issue Date;

(C) upon exercise or conversion of Convertible Securities issued or issuable pursuant to a merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board (including the affirmative vote of the Series A Director);

(D) upon exercise or conversion of Convertible Securities issued or issuable pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board (including the affirmative vote of the Series A Director); or

(E) upon exercise or conversion of Convertible Securities issued or issuable in connection with strategic transactions involving the Company and other entities, including (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements; *provided* that the issuance of shares therein is not substantially for equity financing purposes; and *provided, further*, that the issuance

of shares has been approved by the Board (including the affirmative vote of the Series A Director).

References to Common Stock in the subsections of this clause (viii) above shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h). The "*Effective Price*" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 5(h), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 5(h), for such Additional Shares of Common Stock.

(ix) In the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance (the "*First Dilutive Issuance*"), then in the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance other than the First Dilutive Issuance pursuant to the same instruments as the First Dilutive Issuance (a "*Subsequent Dilutive Issuance*"), then and in each such case upon a Subsequent Dilutive Issuance the Series A Preferred Conversion Price shall be reduced to the Series A Preferred Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(j) **No Adjustment of Conversion Prices.** Any provision herein to the contrary notwithstanding, no adjustment to any Series A Preferred Conversion Price shall be made in respect of the issuance of Additional Shares of Common Stock (or Additional Shares of Common Stock deemed issued pursuant to Section 5(h)) unless the consideration per share for an Additional Share of Common Stock issued or deemed to be issued by the Company is less than the Series A Preferred Conversion Price applicable to the Series A Preferred in effect on the date of, and immediately prior to, such issuance.

(k) **Certificate of Adjustment.** In each case of an adjustment or readjustment of the Series A Preferred Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of the Series A Preferred, if the Series A Preferred is then convertible pursuant to this Section 5, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series A Preferred at the holder's address as shown in the Company's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the Series A Preferred Conversion Price at the time in effect, (iii) the number of such Additional Shares of Common Stock issued or sold or deemed to have been issued or sold and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series A Preferred.

(k) **Notices of Record Date.** Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 4) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 4), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series A Preferred at least ten (10) days prior to the record date specified therein (or such shorter period approved by the holders of at least a majority of the outstanding Series A Preferred) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(l) **Automatic Conversion.**

(i) Each share of Series A Preferred shall automatically be converted into shares of Voting Common Stock, based on the then-effective Series A Preferred Conversion Price, (A) at any time upon the affirmative election of the holders of at least two-thirds of the outstanding shares of the Series A Preferred, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which (i) the per share price is at least five (5) times the Original Issue Price and (ii) the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least \$25,000,000.

(ii) Upon the occurrence of either of the events specified in Section 5(l)(i) above, the outstanding shares of Series A Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however,* that the Company shall not be obligated to issue certificates evidencing the shares of Voting Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series A Preferred are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series A Preferred, the holders of Series A Preferred shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series A Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on the books of the Company, a certificate or certificates for the number of shares of Voting Common Stock into which the shares of Series A Preferred surrendered were convertible on the date on which such automatic conversion occurred. Upon such

automatic conversion, any accrued and unpaid Series A Preferred Accruing Dividends shall be paid in accordance with the provisions of Section 5(d).

(m) **Fractional Shares.** No fractional shares of Voting Common Stock shall be issued upon conversion of Series A Preferred. All shares of Voting Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Voting Common Stock's fair market value (as determined by the Board) on the date of conversion.

(n) **Reservation of Stock Issuable Upon Conversion.** The Company shall at all times reserve and keep available out of its authorized but unissued shares of Voting Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred, such number of its shares of Voting Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred. If at any time the number of authorized but unissued shares of Voting Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Voting Common Stock to such number of shares as shall be sufficient for such purpose.

(o) **Notices.** Any notice required by the provisions of this Section 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

(p) **Payment of Taxes.** The Company will pay all taxes (other than taxes based on income) and other governmental charges that may be imposed with respect to the issuance and delivery of shares of Voting Common Stock upon conversion of shares of Series A Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issuance and delivery of shares of Voting Common Stock in a name other than that in which the shares of Series A Preferred so converted were registered.

6. REDEMPTION.

(a) The Company shall be obligated to redeem the Series A Preferred as follows:

(i) The holders of at least two-thirds of the then outstanding shares of Series A Preferred, voting together as a separate class, may require the Company, to the

EX-100 may lawfully do so, to redeem the Series A Preferred in three (3) annual installments beginning on the third anniversary of the Original Issue Date (the "**First Redemption Date**"), and ending on the date two (2) years from the First Redemption Date (each a "**Redemption Date**"); provided that the Company shall receive at least ninety (90) days prior to said third anniversary of the Original Issue Date written notice of such consent of the Series A Preferred. The Company shall effect such redemptions on the applicable Redemption Date by paying in cash in exchange for the shares of Series A Preferred to be redeemed a sum equal to the Original Issue Price per share of Series A Preferred (as adjusted for any stock dividends, combinations, splits, reorganizations and the like after the filing date hereof) plus accrued and unpaid Series A Preferred Dividends. The total amount to be paid for the Series A Preferred is hereinafter referred to as the "**Redemption Price**." The number of shares of Series A Preferred that the Company shall be required to redeem on any one Redemption Date shall be equal to the amount determined by dividing (A) the aggregate number of shares of Series A Preferred outstanding immediately prior to the Redemption Date by (B) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). Shares subject to redemption pursuant to this Section 6(a) shall be redeemed from each holder of Series A Preferred on a pro rata basis based on the number of shares then held.

(ii) At least thirty (30) days but no more than sixty (60) days prior to the First Redemption Date, the Company shall send a notice (a "**Redemption Notice**") to all holders of Series A Preferred to be redeemed setting forth (A) the Redemption Price for the shares to be redeemed; and (B) the place at which such holders may obtain payment of the Redemption Price upon surrender of their share certificates. If the Company does not have sufficient funds legally available to redeem all shares to be redeemed at the Redemption Date (including, if applicable, those to be redeemed at the option of the Company), then it shall so notify such holders and shall redeem such shares pro rata (based on the portion of the aggregate Redemption Price payable to them) to the extent possible and shall redeem the remaining shares to be redeemed as soon as sufficient funds are legally available.

(b) On or prior to each Redemption Date, the Company shall deposit the Redemption Price of all shares to be redeemed with a bank or trust company having aggregate capital and surplus in excess of \$100,000,000, as a trust fund, with irrevocable instructions and authority to the bank or trust company to pay, on and after such Redemption Date, the Redemption Price of the shares to their respective holders upon the surrender of their share certificates. Any amounts deposited by the Company pursuant to this Section 6(b) for the redemption of shares that are not converted into shares of Voting Common Stock pursuant to Section 5 hereof no later than the fifth (5th) day preceding the applicable Redemption Date shall be returned to the Company forthwith upon such conversion. The balance of any funds deposited by the Company pursuant to this Section 6(b) remaining unclaimed at the expiration of sixty (60) days following such Redemption Date shall be returned to the Company promptly upon its written request, to be used in payment of the applicable Redemption Price upon any later surrender of share certificates for the same shares.

(c) On or after each Redemption Date, each holder of shares of Series A Preferred to be redeemed shall surrender such holder's certificates representing such shares to the Company in the manner and at the place designated in the Redemption Notice, and thereupon the

Redemption Price of such shares shall be payable to the order of the person whose name appears on the books of the Company as the owner thereof and each surrendered certificate shall be canceled. In the event less than all the shares represented by such certificates are redeemed, a new certificate shall be issued representing the unredeemed shares. From and after such Redemption Date, unless there shall have been a default in tendering payment of the Redemption Price or the Company is unable to pay the Redemption Price due to not having sufficient legally available funds, all rights of the holder of such shares as holder of Series A Preferred (except the right to receive the Redemption Price without interest upon surrender of their certificates), shall cease and terminate with respect to such shares; *provided* that in the event that shares of Series A Preferred are not redeemed due to a default in tendering payment by the Company or because the Company does not have sufficient legally available funds, such shares of Series A Preferred shall remain outstanding and shall be entitled to all of the rights and preferences provided herein until redemption.

(d) In the event of a call for redemption of any shares of Series A Preferred, the Conversion Rights (as defined in Section 5) for such Series A Preferred shall terminate as to the shares designated for redemption at the close of business on the fifth (5th) day preceding the applicable Redemption Date, unless the Company fails to tender payment of the Redemption Price for such shares as required herein.

7. NO REISSUANCE OF SERIES A PREFERRED.

No shares of Series A Preferred acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

V.

Management of Company

For the management of the business and for the conduct of the affairs of the Company, and for further definition, limitation, and regulation of the powers of the Company, of its directors and of its stockholders or any class thereof, as the case may be, it is further *provided* that:

1. The management of the business and the conduct of the affairs of the Company shall be vested in the Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restriction which may be set forth in this Certificate of Incorporation.

2. The Board is expressly empowered to adopt, amend, or repeal the Bylaws of the Company. The stockholders shall also have the power to adopt, amend, or repeal the Bylaws of the Company; *provided, however*, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors voting together as a single class, shall be required to adopt, amend, or repeal any provision of the Bylaws of the Company.

3. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

**VI.
Indemnification**

A. The Company shall defend and indemnify each director and officer of the Company against liability to the Company and its stockholders to the maximum extent permitted under the General Corporation Law of the State of Delaware and the Company's Bylaws.

**VII.
Limitation of Liability**

A. The directors and officers of the Company shall be absolved of liability to the Company and its stockholders to the maximum extent permitted under the General Corporation Law of the State of Delaware.

B. Any repeal or modification of this Article VII shall only be prospective and shall not affect the rights under this Article VII in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

**VIII.
Incorporator**

A. The name and mailing address of the Incorporator are as follows:

Ralph M. Tener
McCandlish & Lillard, P.C.
11350 Random Hills Road, Suite 500
Fairfax, Virginia 22030-7429

**IX.
Duration**

A. The duration of the Company is perpetual.

I, the undersigned incorporator, for the purpose of forming a stock corporation under the laws of the State of Delaware, do make, file, and record this Certificate of Incorporation, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 20th day of June, 2003.



Ralph M. Tener, Incorporator