

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
WellCentive, L.L.C.		06/06/2011	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	WellCentive, Inc.		
Street Address:	100 Mansell Court East		
Internal Address:	Suite 625		
City:	Roswell		
State/Country:	GEORGIA		
Postal Code:	30076		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3809772	IT'S ABOUT THE DATA	
Registration Number:	4070126	POINT-OF-COMMUNITY	
CORRESPONDENCE DATA			
Fax Number:	8435344269		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	843-720-4302		
Email:	ip@nelsonmullins.com		
Correspondent Name:	John C. McElwaine		
Address Line 1:	151 Meeting Street		
Address Line 2:	Suite 600		
Address Line 4:	Charleston, SOUTH CAROLINA 29401		
ATTORNEY DOCKET NUMBER:	38773/9006,9007		
NAME OF SUBMITTER:	John C. McElwaine		

CH \$65.00 3809772

Signature:	/John C. McElwaine/
Date:	03/28/2013
<p>Total Attachments: 25</p> <p>source=WellCentive#page1.tif source=WellCentive#page2.tif source=WellCentive#page3.tif source=WellCentive#page4.tif source=WellCentive#page5.tif source=WellCentive#page6.tif source=WellCentive#page7.tif source=WellCentive#page8.tif source=WellCentive#page9.tif source=WellCentive#page10.tif source=WellCentive#page11.tif source=WellCentive#page12.tif source=WellCentive#page13.tif source=WellCentive#page14.tif source=WellCentive#page15.tif source=WellCentive#page16.tif source=WellCentive#page17.tif source=WellCentive#page18.tif source=WellCentive#page19.tif source=WellCentive#page20.tif source=WellCentive#page21.tif source=WellCentive#page22.tif source=WellCentive#page23.tif source=WellCentive#page24.tif source=WellCentive#page25.tif</p>	

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A MICHIGAN LIMITED LIABILITY COMPANY UNDER THE NAME OF "WELLCENTIVE, L.L.C." TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "WELLCENTIVE, L.L.C." TO "WELLCENTIVE, INC.", FILED IN THIS OFFICE ON THE SIXTH DAY OF JUNE, A.D. 2011, AT 12:31 O'CLOCK P.M.

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

4992330 8100V

110690850




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8811481

DATE: 06-06-11

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

TRADEMARK
REEL: 004992 FRAME: 0873

**Certificate of Conversion
of
WellCentive, L.L.C.
From a Michigan Limited Liability Company to a Delaware Corporation
Pursuant to 8 Del. C. §265**

1. WellCentive, L.L.C. was first created on February 25, 2005 as a limited liability company organized under the laws of the State of Michigan.
2. The name of the limited liability company immediately prior to the filing of this Certificate of Conversion is WellCentive, L.L.C.
3. The name of the corporation into which the limited liability company is converting, as set forth in its certificate of incorporation, which is being filed in accordance with 8 Del. C. §103 contemporaneously with this Certificate of Conversion, is WellCentive, Inc.

WellCentive, L.L.C.

By: 

Paul David Taylor, President

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF INCORPORATION OF "WELLCENTIVE, INC." FILED IN THIS OFFICE ON THE SIXTH DAY OF JUNE, A.D. 2011, AT 12:31 O'CLOCK P.M.


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

4992330 8100V

110690850



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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8811481

DATE: 06-06-11

TRADEMARK
REEL: 004992 FRAME: 0875

**CERTIFICATE OF INCORPORATION
OF
WELLCENTIVE, INC.**

The undersigned, in order to form a corporation pursuant to Sections 101 and 102 of the General Corporation Law of Delaware, does hereby certify as follows:

I.

The name of this company is WellCentive, Inc. (the "*Company*").

II.

The address of the registered office of this Company in the State of Delaware is 615 South DuPont Highway, Dover, Delaware, County of Kent, and the name of the registered agent of this Company in the State of Delaware at such address is Capitol Services, Inc.

III.

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law ("*DGCL*").

IV.

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 Two Million Nine Hundred Sixty-Six Thousand One Hundred Seventy-Six (2,966,176) shares, Two Million Three Hundred Thousand (2,300,000) shares of which shall be Common Stock (the "*Common Stock*") and Six Hundred Sixty-Six Thousand One Hundred Seventy-Six (666,176) shares of which shall be Preferred Stock (the "*Preferred Stock*"). The Common Stock and the Preferred Stock shall each have a par value of \$0.0001 per share.

B. Irrespective of any contrary provisions contained in Section 242(b)(2) of the DGCL, 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 stock of the Company entitled to vote (voting together as a single class on an as-if converted to Common Stock basis).

C. All of the authorized shares of Preferred Stock are hereby designated "*Series A Preferred Stock*" (the "*Series A Preferred*").

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

1. DIVIDEND RIGHTS.

(a) From and after the date of the issuance of any shares of the Series A Preferred, in preference to any dividends on the Common Stock, dividends at the rate of eight percent (8%) of the Series A Original Issue Price (as defined below) per annum shall accrue on such shares of Series A Preferred (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization) (the "*Accruing Dividends*"). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; *provided however*, that except as declared by the Board of Directors (the "*Board*") or as set forth in this Section 1 or Sections 3, 4, or 6 of this Article IV(D), the Company shall be under no obligation to pay such Accruing Dividends.

(b) The "*Series A Original Issue Price*" shall be \$4.85 per share for the 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).

(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 dividends as set forth in Section 1(a) above on the Series A Preferred shall have been paid or declared and set apart.

(d) In the event dividends are paid or distributions made on any share of Common Stock, whether in cash or property, the Company shall pay an additional dividend or make a distribution 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 (d) shall not apply to (i) a dividend payable solely in Common Stock, (ii) acquisitions of Common Stock by the Company pursuant to agreements approved by the Board which permit the Company to repurchase such shares at the lesser of cost or fair market value upon termination of services to the Company or (iii) acquisitions of Common Stock that have been approved in accordance with Section 2(b)(iv) below.

(f) Whenever a dividend provided for in this Section 1 shall be payable in property other than cash, the value of such dividend shall be the fair market value of such distribution as determined in good faith by the Board (including one of the Series A Preferred Directors).

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 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 Common Stock, except that the holders of the Series A Preferred shall not be entitled to vote in connection with any election for or removal of directors elected pursuant to the provisions of

3036906 v02

Section 2(c)(ii) below, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Series A Preferred shall vote together with the 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 Common Stock.

(b) Separate Vote of Series A Preferred. For so long as any shares of Series A Preferred remain outstanding, in addition to any other vote or consent required herein or by law, the affirmative vote or written consent of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the then-outstanding shares of Series A Preferred, voting as separate class, shall be necessary for the Company to effect or validate any of the following actions (whether by amendment, merger, consolidation, reclassification, recapitalization or otherwise) or to permit any subsidiary of the Company to effect or validate any of the following actions (whether by amendment, merger, consolidation, reclassification, recapitalization or otherwise) and any such act or transaction entered into without such vote or consent may, upon affirmative subsequent declaration by the holders of at least sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of Series A Preferred, be null and void *ab initio*, and of no force or effect:

(i) Any action that amends, alters or changes the rights, preferences, privileges, powers or restrictions of the Preferred Stock;

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

(iii) Any issuance, authorization, creation or designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company having rights, preferences and privileges on a parity with or senior to the Series A Preferred with respect to dividends, liquidation preference, voting, redemption or antidilution protection;

(iv) Any redemption or repurchase of the Company's capital stock (except for acquisitions of Common Stock by the Company permitted by Section 1(e)(ii) above);

(v) Any merger or consolidation of the Company, any Asset Transfer or Acquisition (each as defined in Section 4(b) below), or any voluntary or involuntary dissolution liquidation or winding-up of the Company (or any license, pledge, encumbrance or other transaction with a similar economic effect);

(vi) Any action that results in a mortgage, pledge or security interest being placed on all or substantially all of the Company's assets or intellectual property.

(vii) Any increase or decrease in the authorized number of members of the Board;

(viii) Any amendment, alteration, waiver or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation);

(ix) Any reclassification, reorganization or recapitalization of any shares of the outstanding capital stock of the Company;

(x) Any incurrence, assumption or guarantee of any indebtedness in excess of one hundred thousand dollars (\$100,000) in the aggregate;

(xi) Any capital expenditure beyond those included in an operating plan or budget of the Company that has been approved by the Board (including the Series A Directors);

(xii) Any material change in the Company's line(s) of business, or entry into material business activities not contemplated by the Company's business plan as provided to the initial holders of the Series A Preferred by the Company prior to the issuance of the Series A Preferred;

(xiii) Any acquisition of a substantial portion of the stock or assets of another business or business unit, regardless of the form of such acquisition;

(xiv) Any public offering other than a Qualified Public Offering;

(xv) Any action that results in the payment or declaration of a dividend on any shares of Common Stock or Preferred Stock ranking junior to the Series A Preferred (other than as permitted pursuant to Section 1(e) above);

(xvi) Any joint venture, license agreement, or exclusive marketing or other distribution agreement with respect to the Company's products, other than in the ordinary course of business; or

(xvii) Agree to do or pursue any of the foregoing.

(c) Election of Board of Directors.

(i) For so long as any shares of Series A Preferred remain outstanding, the holders of Series A Preferred, voting as a separate class, shall be entitled to elect two (2) members of the Board (the "*Series A Preferred Directors*") 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;

(ii) The holders of Common Stock, voting as a separate class, shall be entitled to elect two (2) 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 Common Stock and Series A Preferred, voting together as a single class on an as-if converted to Common Stock basis, shall be entitled to elect all remaining 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.

(d) Events of Noncompliance.

(i) **Definition.** An Event of Noncompliance shall have occurred if:

(A) the Company fails to make any redemption payment with respect to the Series A Preferred that it is required to make hereunder, whether or not such payment is legally permissible or is prohibited by any agreement to which the Company is subject;

(B) the Company breaches or otherwise fails to perform or observe in any material respect with any covenant or agreement set forth herein or in the Series A Preferred Stock Purchase Agreement, dated on or about June 6, 2011 (the "*Purchase Agreement*") or the Related Agreements (as defined therein) and such breach, failure to perform or observe such covenant or agreement is not cured by the Company within 20 days after written notice to the Company from any holder of the Series A Preferred of the breach of or failure to perform or observe such covenant or agreement; or

(C) the Company or any subsidiary of the Company makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; or an order, judgment or decree is entered adjudicating the Company or any such subsidiary bankrupt or insolvent; or any order for relief with respect to the Company or any such subsidiary is entered under the United States Bankruptcy Code; or the Company or any such subsidiary petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Company or any such subsidiary or of any substantial part of the assets of the Company or any such subsidiary, or commences any proceeding (other than a proceeding for the voluntary liquidation and dissolution of a subsidiary) relating to the Company or any such subsidiary under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against the Company or any such subsidiary and either: (a) the Company or any such subsidiary by any act indicates its approval thereof, consent thereto or acquiescence therein or (b) such petition, application or proceeding is not dismissed within 60 days.

(ii) **Board Consequences of Events of Noncompliance.**

(A) If any Event of Noncompliance has occurred and continues uncured for ninety (90) days after written notice to the Board, the number of directors

3036906 v02

constituting the Board shall, at the request of the holders of a majority of the then outstanding Series A Preferred (voting together as a single class on an as-converted basis), be increased by two (or such other amount as required to give the holders of the Series A Preferred a minimum majority of the members of the Board), and the holders of a majority of the then outstanding Series A Preferred shall have the special right, voting together as a single class on an as-converted to Common Stock basis and to the exclusion of all other classes of the Company's capital stock, to elect individuals to fill such newly created directorships, to remove any individuals elected to such directorships and to fill any vacancies in such directorships. The special right of the holders of Series A Preferred to elect extra members of the Board may be exercised at a special meeting called pursuant to this subsection (ii), at any annual or other special meeting of shareholder or pursuant to a written consent in lieu of a shareholders meeting. Such special right shall continue until such time as there is no longer any Event of Noncompliance in existence, at which time such special right shall terminate subject to reversion upon the occurrence and continuation of any Event of Noncompliance which gives rise to such special rights hereunder, and the number of directors constituting the Board shall decrease to such number as constituted the whole Board immediately prior to the occurrence of the Event of Noncompliance giving rise to the special right to elect directors, and the terms of office of all directors elected for the purposes of this subsection (ii) shall terminate immediately.

(B) At any time when such special right has vested in the holders of Series A Preferred, a proper officer of the Company shall, upon the written request of the holders of a majority of the then outstanding Series A Preferred, voting together as a single class on an as-converted to Common Stock basis, addressed to the secretary of the Company, call a special meeting of the holders of Series A Preferred for the purpose of electing directors pursuant to this subsection. Such meeting shall be held at the earliest legally permissible date at the principal office of the Company, or at such other place designated by the holders of at least 10% of the Series A Preferred then outstanding. If such meeting has not been called by a proper officer of the Company within 10 days after personal service of such written request upon the secretary of the Company or within 20 days after the mailing of same to the secretary of the Company at its principal office, then the holders of a majority of the Series A Preferred then outstanding may designate in writing one of the Series A Preferred holders to call such meeting at the expense of the Company, and such meeting may be called by such person so designated upon the notice required for annual meetings of shareholders and shall be held at the Company's principal office, or at such other place designated by the holders of a majority of the Series A Preferred then outstanding. Any holder of Series A Preferred so designated shall be given access to the stock record books of the Company for the purpose of causing a meeting of shareholders to be called pursuant to this subparagraph.

(C) At any meeting or at any adjournment thereof at which the holders of Series A Preferred have the special right to elect directors, the presence, in person or by proxy, of the holders of a majority of the Series A Preferred then outstanding shall be required to constitute a quorum for the election or removal of any director by the holders of the Series A Preferred exercising such special right. The vote of a majority of such quorum shall be required to elect or remove any such director.

3036906 v02

(iii) **Other Rights Upon Events of Noncompliance.** If any Event of Noncompliance exists, each holder of Series A Preferred shall also have any other rights which such holder is entitled to under any contract or agreement at any time and any other rights which such holder may have pursuant to applicable law

3. LIQUIDATION RIGHTS.

(a) **Series A Preferred.** 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 sum of (i) the Series A Original Issue Price plus (ii) any Accruing Dividends accrued but unpaid thereon (whether or not declared), together with any declared but unpaid dividends on such share of Series A Preferred (the "*Series A Preferred Liquidation Preference*"). If, upon any such Liquidation Event, 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 if such amounts had been paid in full.

(b) **Remaining Assets.** After the payment of the full Series A Preferred Liquidation Preference, 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 and the Series A Preferred on an as-if-converted to Common Stock basis.

4. ASSET TRANSFER OR ACQUISITION RIGHTS.

(a) An Acquisition or Asset Transfer (each as hereinafter defined) shall be deemed to be a liquidation of the Company (including, without limitation, for the purposes of Section 3 above) (a "*Deemed Liquidation*"), unless the holders of at least sixty-six and two-thirds percent (66 2/3%) of the then- outstanding Series A Preferred, voting as a separate class, elect otherwise by written notice given to the Company at least five (5) days prior to the effective date of any such Acquisition or Asset Transfer. The Company shall not have the power to effect any transaction constituting a Deemed Liquidation unless the definitive documents effecting such Deemed Liquidation provide that the consideration payable to the stockholders of the Company shall be allocated among the holders of capital stock of the Company in accordance with Sections 3(a), (b) and (c) above. The amount deemed paid or distributed to holders of capital stock of the Company upon any Deemed Liquidation shall be determined in accordance with Section 4(c) below.

(b) For the purposes of this Certificate of Incorporation: (i) "*Acquisition*" shall mean (A) any consolidation, stock exchange or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any

3036906 v02

such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly-owned subsidiary, its parent) 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, (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, or (z) any transfer of such voting power or equity ownership without consideration from a stockholder of the Company to such stockholder's affiliates, stockholders, members or family members such that the total amount of equity ownership and voting power held by such stockholder and its affiliates, stockholders, members and family members shall, in the aggregate, be the same before and after the transfer; and (ii) "*Asset Transfer*" shall mean a sale, lease or other disposition of all or substantially all of the assets or intellectual property of the Company or the granting of one or more exclusive licenses which individually or in the aggregate cover all or substantially all of the intellectual property 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 (including the Series A Preferred Directors), on the date such determination is made; provided, however, that any publicly-traded securities to be distributed to stockholders will be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability:

(A) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30)-day period ending three (3) calendar days prior to the closing of such Acquisition or Asset Transfer; and

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever are applicable) over the thirty (30)-day period ending three (3) calendar days prior to the closing of such Acquisition or Asset Transfer.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in Sections 4(c)(i)(A) and (B) to reflect the approximate fair market value thereof, as determined in good faith by the Board.

(d) Notwithstanding anything to the contrary in this Section 4, if the definitive transaction documents for an Acquisition or Asset Transfer provide for a different method of valuation, the method of valuation set forth in such documents shall control.

3036906 v02

(e) **Allocation of Escrow.** In the event of a Deemed Liquidation, if any portion of the consideration payable to the stockholders of the Company is placed into escrow or is payable to the stockholders of the Company subject to contingencies, the definitive acquisition agreement relating thereto shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "*Initial Consideration*") shall be allocated among the holders of capital stock of the Company in accordance with Section 3 above as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation and (ii) any additional consideration which becomes payable to the stockholders of the Company upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Company in accordance with Section 3 above after taking into account the previous payment of the Initial Consideration as part of the same transaction.

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 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 Common Stock. The number of shares of 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. In the event of a notice of redemption of any shares of Series A Preferred pursuant to Section 6, 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 fully paid on such Redemption Date, in which case the Conversion Rights for such shares shall continue until such price is paid in full.

(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 Series A Original Issue Price by the "Series A Preferred Conversion Price", calculated as provided in Section 5(c).

(c) **Series A Preferred Conversion Price.** The conversion price of the Series A Preferred shall initially be the Series A Original Issue Price (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 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 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

3036906 v02

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 Common Stock to which such holder is entitled and shall promptly pay (i) at the election of each holder of Series A Preferred in his, her or its sole discretion, in cash or in Common Stock (at the Common Stock's fair market value determined in good faith by the Board as of the date of such conversion) any declared but unpaid dividends on the shares of Series A Preferred being converted and (ii) in cash (at the Common Stock's fair market value determined in good faith by the Board as of the date of conversion) the value of any fractional share of 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 delivery of the conversion notice and surrender of the certificates representing the shares of Series A Preferred to be converted, and the person or entity entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of 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 shares of Common Stock without a corresponding subdivision of the Series A Preferred, 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 Series A Preferred, 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 on the Common Stock in additional shares of Common Stock without a corresponding dividend or other distribution to holders of Series A Preferred, the Series A Preferred Conversion Price that is then in effect shall be decreased as of the time of such issuance, as provided below:

(i) 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

3036906 v02

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), then following such recapitalization, reclassification, merger, consolidation or other change, each share of Series A Preferred 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 shares of that number of shares of Common Stock issuable upon conversion of such share of Series A Preferred immediately prior to such recapitalization, reclassification, merger, consolidation or other change would have been entitled to receive pursuant to such event, 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 (a "*Qualifying Dilutive Issuance*"), then and in each such case, the then -effective 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 (calculated to the eighth (8th) digit to the right of the decimal point) determined by multiplying the Series A Preferred Conversion Price in effect immediately prior to such issuance or sale by a fraction:

(A) the numerator of which shall be (i) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (ii) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received or deemed received by the Company for the total

3036906 v02

number of Additional Shares of Common Stock so issued would purchase at such then-effective 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.

(ii) 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 actually issued and outstanding shares of Common Stock on the day immediately preceding the given date, (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 are issuable upon 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 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 computed as follows: (A) to the extent it consists of cash, Aggregate Consideration shall be computed at the gross amount of cash received by the Company before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale and without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, Aggregate Consideration shall 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, Aggregate Consideration shall 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.

(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 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

3036906 v02

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.

(C) 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.

(D) 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, 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.

3036906 v02

(vi) For the purpose of making any adjustment to the Series A Preferred Conversion Price 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) after the initial date of issuance of any shares of Series A Preferred, other than:

(A) shares of Common Stock issued upon conversion of the Series A Preferred;

(B) shares of Common Stock or Convertible Securities issued with the consent of the Board after the Original Issue Date to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary, pursuant to the WellCentive, Inc. 2011 Stock Incentive Plan or such other stock purchase or stock option plan or other arrangements that have been approved by the Board (including the approval of one of the Series A Preferred Directors).

(C) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Original Issue Date;

(D) shares of Common Stock, Preferred Stock and Convertible Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition, strategic alliance, or similar business combination approved by the Board (including the affirmative approval of the Series A Preferred Directors);

(E) shares of Common Stock, Preferred Stock and Convertible Securities issued 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 approval of the Series A Preferred Directors); or

(F) shares of Common Stock issuable upon a stock split, stock dividend or any subdivision of shares of Common Stock.

Shares of stock detailed in Section 4(h)(iv)(A)-(F) above are defined as the "*Excluded Securities*".

References to Common Stock in the subsections of this clause (vi) 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. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed

3036906 v02

issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, ascertainable.

(vii) 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 as a part of the same transaction or series of transactions (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.

(i) **Waiver of Antidilution Protection.** Notwithstanding anything to the contrary, any provision of Section 5(h) and any adjustments made or required to be made to the Series A Preferred Conversion Price pursuant hereto may be waived on behalf of all shares of Series A Preferred by the vote or written consent of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the then-outstanding shares of Series A Preferred, voting as a separate class.

(j) **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 Additional Shares of Common Stock 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. Failure to request or provide such notice shall have no effect on any such adjustment.

(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, if any, specified therein (or if no record date is specified, the date upon which such action is to take effect, or in either case, such shorter period approved by the holders of at least sixty-six

3036906 v02

and two-thirds percent (66 2/3%) of the then-outstanding shares of Series A Preferred, voting together as a single class on an as-if converted to Common Stock basis) 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 Common Stock, based on the then-effective Series A Preferred Conversion Rate, (A) at any time upon the affirmative election of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding shares of the Series A Preferred (voting as a separate class), 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 three (3) times the Series A Original Issue Price (as adjusted for stock splits, dividends, recapitalizations and the like after the date the Series A Preferred is issued) and (ii) the net cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least \$25,000,000 (a "*Qualified Public Offering*"). Upon such automatic conversion, any declared but unpaid dividends shall be paid as set forth in Section 5(l)(ii) below.

(ii) Upon the occurrence of either of the events specified in Sections 5(l)(i) (A) or (B) 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 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 such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which such shares of Series A Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared but unpaid dividends shall be paid at the election of the Board, in cash or in Common Stock (at the Common Stock's fair market value, determined in good faith by the Board, as of the date of such conversion).

3036906 v02

(m) **Fractional Shares.** No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred. All shares of 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 fair market value of one share of Common Stock (as determined in good faith 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 Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred, such number of its shares of 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 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 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) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) 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 upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of 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 issue and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred so converted were registered.

6. REDEMPTION.

(a) **Series A Preferred Redemption.** If the Company receives a written request at any time on or after June 6, 2016 (the date of such request being the "*Redemption Notice Date*"), from the holders of at least sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of Series A Preferred, voting as a separate class, that all of the then outstanding Series A Preferred shall be redeemed by the Company out of funds lawfully available therefor at a price equal to the greater of (i) the Series A Original Issue Price, plus any Accruing Dividends accrued but unpaid thereon (whether or not declared), together with any declared but unpaid dividends on such share of Series A Preferred, and (ii) the fair market value

3036906 v02

per shares of the Series A Preferred to be redeemed (without taking into account any discount for a minority interest) as determined in good faith by the Board (including the Series A Preferred Directors) (the "*Series A Redemption Price*"), then the Company shall, in two (2) equal annual installments commencing sixty (60) days after the Redemption Notice Date, redeem at the Series A Redemption Price all of the then outstanding shares of Series A Preferred. If the funds of the Company legally available for redemption of shares of Series A Preferred on the Redemption Notice Date are insufficient to redeem the total number of outstanding shares of Series A Preferred on such date, then those funds that are legally available on such Redemption Notice Date shall be used to redeem the maximum possible number of shares of Series A Preferred ratably among the holders of Series A Preferred in proportion to the amount each such holder otherwise would be entitled to receive with respect to the Series A Preferred to be redeemed, and the Company shall redeem the remaining shares of Series A Preferred at the Series A Redemption Price as soon as practicable but in no event later than thirty days after the Company has funds legally available therefore (each such date a "*Redemption Date*"). Any shares of Series A Preferred not redeemed shall remain outstanding and entitled to all the privileges, rights and preferences provided herein. At any time thereafter when additional funds of the Company are legally available for the redemption of shares of Series A Preferred, such funds shall immediately be set aside for the redemption of the balance of the shares that the Company has become obligated to redeem hereunder.

(b) Redemption Notice. Written notice of the mandatory redemption (the "*Redemption Notice*") shall be mailed, postage prepaid, to each holder of record of Series A Preferred to be redeemed, at its post office address last shown on the records of the Company, or given by electronic communication in compliance with the provisions of the DGCL, not less than 20 days prior to each Redemption Date. Each Redemption Notice shall state:

(i) the number of shares of Series A Preferred held by the holder that the Company shall redeem on the Redemption Date specified in the Redemption Notice;

(ii) the date that the redemption will occur and the Series A Redemption Price;

(iii) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Section 5(a)); and

(iv) that the holder is to surrender to the Company, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series A Preferred to be redeemed.

(c) Surrender of Certificates; Payment. On or before each Redemption Date, each holder of Series A Preferred to be redeemed, unless such holder has exercised his, her or its right to convert such shares as provided in Section 5 hereof, shall surrender the certificate or certificates representing such shares (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 Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate) to the

3036906 v02

Company, in the manner and at the place designated in the Redemption Notice, and thereupon the Series A 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. In the event less than all of the shares of Series A Preferred represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Series A Preferred shall promptly be issued to such holder.

(d) Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the date of redemption the Series A Redemption Price payable upon redemption of the shares of Series A Preferred to be redeemed 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 so called for redemption shall not have been surrendered, all rights with respect to such shares (including, without limitation, the right to continue to accrue dividends pursuant to Section 1), shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Series A Redemption Price without interest upon surrender of their certificate or certificates therefor.

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

7. WAIVER.

Unless otherwise expressly provided herein, any of the rights, powers, preferences and other terms of the Series A Preferred set forth herein may be waived in writing on behalf of all holders of Series A Preferred by the affirmative written consent or vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of Series A Preferred, voting as a separate class.

V.

A. The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

B. To the fullest extent permitted by applicable law, the Company shall provide indemnification of, and advancement of expenses to, directors, and is authorized to provide indemnification of, and advancement of expenses to, officers, employees, other agents of the Company and any other persons to which the DGCL permits the Company to provide indemnification.

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

3036906 v02

VI.

For the management of the business and for the conduct of the affairs of the Company, and in 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:

A. The management of the business and the conduct of the affairs of the Company shall be vested in its 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 restrictions which may be set forth in this Certificate of Incorporation.

B. Except as otherwise set forth herein, 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.

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

VII.

In the event that a director of the Company who is also a partner or employee of an entity that is a holder of Series A Preferred and that is in the business of investing and reinvesting in other entities (each, a "*Fund*") acquires knowledge (other than from the Company) of a potential transaction or matter in such person's capacity as a partner or employee of the Fund and that may be a corporate opportunity for both the Company and such Fund (a "*Corporate Opportunity*"), then (i) the Fund shall not be precluded from pursuing such Corporate Opportunity, (ii) such director shall, to the fullest extent permitted by law, have fully satisfied and fulfilled his fiduciary duty to the Company and its stockholders with respect to such Corporate Opportunity, and (iii) the Company, to the fullest extent permitted by law, waives any claim that such Corporate Opportunity constituted a corporate opportunity that should have been presented to the Company or any of its affiliates, provided, however, that such director acts in good faith and such opportunity was not offered to such person in his or her capacity as a director of the Company.

VIII.

The name and mailing address of the sole incorporator is as follows:

Edward D. Hirsch
Morris, Manning & Martin, LLP
3343 Peachtree Road, N.E., Suite 1600
Atlanta, Georgia 30326.

3036906 v02

[Remainder of page intentionally left blank.]

3036906 v02

21.

TRADEMARK
REEL: 004992 FRAME: 0896

I THE UNDERSIGNED, for the purpose of forming a 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 have hereunto set my hand this 6th day of June, 2011.

/s/ Edward D. Hirsch
Edward D. Hirsch, Incorporator

3036906 v02