

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
Snapshot Interactive Recruiting, LLC		07/26/2013	LIMITED LIABILITY COMPANY: TENNESSEE

RECEIVING PARTY DATA	
Name:	Snapshot Interactive, LLC
Street Address:	1115 Fatherland St.
Internal Address:	Suite 401
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37206
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	77963044	SNAPSHOT INTERACTIVE
Serial Number:	85508798	SNAPSHOT INTERACTIVE RECRUITING
Serial Number:	85509359	SNAPSHOT INTERACTIVE RECRUITING

CORRESPONDENCE DATA	
Fax Number:	6157420410
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	615-742-7760
Email:	trademarks@bassberry.com
Correspondent Name:	Robert L. Brewer and Martha B. Allard
Address Line 1:	150 3rd Avenue South
Address Line 2:	Suite 2800
Address Line 4:	Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	118210-100
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NAME OF SUBMITTER:	Martha B. Allard
Signature:	/Martha B. Allard/
Date:	02/19/2014
Total Attachments: 9 source=Snapshot name change#page1.tif source=Snapshot name change#page2.tif source=Snapshot name change#page3.tif source=Snapshot name change#page4.tif source=Snapshot name change#page5.tif source=Snapshot name change#page6.tif source=Snapshot name change#page7.tif source=Snapshot name change#page8.tif source=Snapshot name change#page9.tif	

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
SNAPSHOT INTERACTIVE, LLC**

FILED

(formerly known as Snapshot Interactive Recruiting, LLC)

Pursuant to the provisions of the Tennessee Revised Limited Liability Company Act, Tennessee Code Annotated § 48-249-101 *et seq.* (the “**Act**”), the undersigned hereby adopts the following Amended and Restated Articles of Organization:

1. Name of Limited Liability Company. The name of the company is **Snapshot Interactive, LLC** (the “**Company**”).

2. Registered Office and Agent. The street address and zip code of the Company’s registered office in Tennessee is 1115 Fatherland Street, #401, Nashville, Tennessee 37206-2905, which is located in Davidson County. The name of the initial registered agent at such office is Mark A. Scrivner.

3. Principal Executive Office. The street address and zip code of the Company’s principal executive office is 209 10th Avenue, South, Suite 519, Nashville, Tennessee 37203-0799, which is located in Davidson County.

4. Management. The Company shall be director-managed (the board of directors of the Company, as constituted from time to time, the “**Board**” and each member of the Board, a “**Director**”).

5. Operating Agreement. Any operating agreement and amendments to any operating agreement adopted by the Company and/or its members shall be in writing.

6. Contributions. A contribution to the Company may be accepted upon approval of the Board.

7. Director Liability. To the fullest extent permitted by the Act, no Director shall be personally liable to the Company or to any member of the Company for monetary damages for breach of fiduciary duty as a Director, provided that this provision shall not limit the liability of a Director (i) for any breach of the Director’s duty of loyalty to the Company or its members, (ii) for acts or omissions not in good faith or that involved intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Director derived an improper personal benefit. If the laws of the State of Tennessee hereafter are amended to authorize the further elimination or limitation of the liability of Directors, then the liability of a Director shall be limited to the full extent permitted by the laws of the State of Tennessee, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on the liability of a Director otherwise provided by this section. Any repeal of or amendment to

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this provision shall be prospective only and shall not adversely affect any limitation on the liability of a Director existing at the time of such repeal or amendment.

8. Indemnification.

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

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

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

(d) Indemnification of Employees and Agents. The Company may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Company or, while an employee or agent of the Company, is or was serving at the request of the Company as a director, officer, employee, or agent of another limited liability company or of a corporation, partnership, joint venture, trust, or other entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate

determination of entitlement to indemnification of persons who are employees or agents not covered by the provisions of paragraph (b) of this section shall be made in such manner as is determined by the Board in its sole discretion. The foregoing sentence notwithstanding, the Company shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board.

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

(f) Non-Exclusivity of Rights. The rights conferred on any person by this section shall not be exclusive of any other rights that such person may have or hereafter acquire under these Articles or any statute, by-laws, agreement, vote of members or disinterested Directors, or otherwise.

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

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

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

9. No Family LLC. Section 503(b)(2) of the Act shall not apply to the Company regardless of whether the Company falls within the definition of a "family LLC" under Section 102(9) of the Act.

10. Inconsistent or Contradictory Provisions. To the extent that any express provisions in these Articles or in any operating agreement adopted by the Company and/or its members are inconsistent with or contradict any provisions of the Act that are waivable or subject to alteration or modification under the Act, such inconsistent or contradictory provisions of the Act are hereby waived and rendered inapplicable or modified and altered to the extent necessary to give full effect to the express provisions of these Articles and such operating agreement.

11. Amendment. Subject to any applicable provisions of any operating agreement adopted by the Company and/or its members, these Articles of Organization may be amended by a vote of the members holding a majority of the governance rights of the Company.

These Amended and Restated Articles of Organization shall be effective upon the filing of thereof with the Tennessee Secretary of State.



Mark A. Scrivner, President

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7226.1361, 07/26/2013, 15:08:30, Received by Tennessee Secretary of State The Harsett

**CERTIFICATE
OF
SNAPSHOT INTERACTIVE, LLC
(formerly known as Snapshot Interactive Recruiting, LLC)
Amended and Restated Articles of Organization**

Pursuant to Section 204 of the Tennessee Revised Limited Liability Company Act, Tennessee Code Annotated § 48-249-101 *et seq.* (the “*Act*”), the undersigned hereby certifies the following with regard to the Amended and Restated Articles of Organization submitted with this Certificate (the “*Revised Articles*”):

A. Name of Limited Liability Company. The name of the company is **Snapshot Interactive, LLC** (the “*Company*”).

B. Date of Approval of Restatement. The members of the Company approved the Revised Articles as of July 26, 2013 (the “*Adoption Date*”).

C. Amendments. The text of each amendment to the Company’s Articles of Organization (the “*Original Articles*”) is as follows, each of which was adopted as of the Adoption Date:

- (i) Article 1 of the Original Articles is amended change the name of the Company from “Snapshot Interactive Recruiting, LLC” to “Snapshot Interactive, LLC.”
- (ii) Article 4 of the Original Articles is amended to provide that Company shall be director-managed.
- (iii) Article 6 of the Original Articles is deleted as unnecessary pursuant to Section 114(a) of the Act.
- (iv) Article 8 of the Original Articles is amended and restated as set forth in Article 5 of the Revised Articles.
- (v) Article 9 of the Original Articles is deleted.
- (vi) The Original Articles are amended to add the following as Article 6 of the Revised Articles:
 - 6. Contributions. A contribution to the Company may be accepted upon approval of the Board.

(vii) The Original Articles are amended to add the following as Article 7 of the Revised Articles:

7. Director Liability. To the fullest extent permitted by the Act, no Director shall be personally liable to the Company or to any member of the Company for monetary damages for breach of fiduciary duty as a Director, provided that this provision shall not limit the liability of a Director (i) for any breach of the Director's duty of loyalty to the Company or its members, (ii) for acts or omissions not in good faith or that involved intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Director derived an improper personal benefit. If the laws of the State of Tennessee hereafter are amended to authorize the further elimination or limitation of the liability of Directors, then the liability of a Director shall be limited to the full extent permitted by the laws of the State of Tennessee, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on the liability of a Director otherwise provided by this section. Any repeal of or amendment to this provision shall be prospective only and shall not adversely affect any limitation on the liability of a Director existing at the time of such repeal or amendment.

(viii) The Original Articles are amended to add the following as Article 8 of the Revised Articles:

8. Indemnification.

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

of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board.

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

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

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

(e) Advancement of Expenses of Employees and Agents. The Company may pay the expenses (including attorney's fees) incurred

by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

(f) Non-Exclusivity of Rights. The rights conferred on any person by this section shall not be exclusive of any other rights that such person may have or hereafter acquire under these Articles or any statute, by-laws, agreement, vote of members or disinterested Directors, or otherwise.

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

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

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

(ix) The Original Articles are amended to add the following as Article 9 of the Revised Articles:

9. No Family LLC. Section 503(b)(2) of the Act shall not apply to the Company regardless of whether the Company falls within the definition of a "family LLC" under Section 102(9) of the Act.

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(x) The Original Articles are amended to add the following as Article 10 of the Revised Articles:

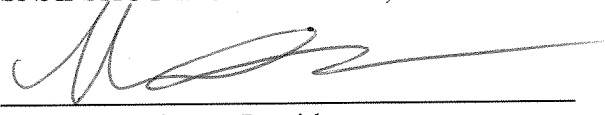
10. Inconsistent or Contradictory Provisions. To the extent that any express provisions in these Articles or in any operating agreement adopted by the Company and/or its members are inconsistent with or contradict any provisions of the Act that are waivable or subject to alteration or modification under the Act, such inconsistent or contradictory provisions of the Act are hereby waived and rendered inapplicable or modified and altered to the extent necessary to give full effect to the express provisions of these Articles and such operating agreement.

(xi) The Original Articles are amended to add the following as Article 11 of the Revised Articles:

11. Amendment. Subject to any applicable provisions of any operating agreement adopted by the Company and/or its members, these Articles of Organization may be amended by a vote of the members holding a majority of the governance rights of the Company.

Effective Date: July 26, 2013.

SNAPSHOT INTERACTIVE, LLC



Mark A. Scrivner, President