

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SinglePipe Communications, Inc.		10/16/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SinglePipe, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3636699	1 SINGLEPIPE	
Registration Number:	3636702	1 SINGLEPIPE COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-254-1036		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	C. Brandon Browning		
Address Line 1:	1901 Sixth Avenue North, Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	9605-31		
NAME OF SUBMITTER:	C. Brandon Browning		
SIGNATURE:	/cbbrowning/		
DATE SIGNED:	04/08/2014		
Total Attachments: 20			
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Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SINGLEPIPE, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-EIGHTH DAY OF SEPTEMBER, A.D. 2006, AT 10:55 O'CLOCK A.M.

RESTATED CERTIFICATE, FILED THE SIXTEENTH DAY OF OCTOBER, A.D. 2006, AT 10:02 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "TELOQUEST COMMUNICATIONS, INC." TO "SINGLEPIPE COMMUNICATIONS, INC.", FILED THE SECOND DAY OF MARCH, A.D. 2007, AT 3:50 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE NINTH DAY OF OCTOBER, A.D. 2007, AT 1:11 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE NINETEENTH DAY OF MARCH, A.D. 2009, AT 10:51 O'CLOCK A.M.

RESTATED CERTIFICATE, CHANGING ITS NAME FROM "SINGLEPIPE COMMUNICATIONS, INC." TO "SINGLEPIPE, INC.", FILED THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2009, AT 12:45 O'CLOCK P.M.


RESTATED CERTIFICATE, FILED THE TWENTY-FIFTH DAY OF JANUARY,



4227066 8100H

140198718

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1144699

DATE: 02-19-14

TRADEMARK
REEL: 005256 FRAME: 0307

Delaware

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The First State

A.D. 2010, AT 12:11 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTY-FIRST DAY OF
MARCH, A.D. 2010, AT 3:32 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-NINTH DAY OF JULY,
A.D. 2010, AT 4:10 O'CLOCK P.M.

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM
"SINGLEPIPE, INC." TO "SINGLEPIPE, LLC", FILED THE THIRTIETH DAY
OF JULY, A.D. 2010, AT 2:42 O'CLOCK P.M.

CERTIFICATE OF FORMATION, FILED THE THIRTIETH DAY OF JULY,
A.D. 2010, AT 2:42 O'CLOCK P.M.

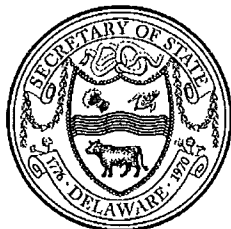
CERTIFICATE OF MERGER, FILED THE FOURTH DAY OF AUGUST, A.D.
2010, AT 4:05 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE
AFORESAID LIMITED LIABILITY COMPANY, "SINGLEPIPE, LLC".

4227066 8100H

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1144699

DATE: 02-19-14

TRADEMARK
REEL: 005256 FRAME: 0308

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:45 PM 10/26/2009
FILED 12:45 PM 10/26/2009
SRV 090963061 - 4227066 FILE

FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
SINGLEPIPE COMMUNICATIONS, INC.

SINGLEPIPE COMMUNICATIONS, INC., a corporation organized and existing under and by virtue of the Delaware General Corporation Law (the "Corporation"), does hereby certify as follows:

FIRST: The original Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on September 28, 2006 under the name "Teloquest Communications, Inc."

SECOND: The First Amended and Restated Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on October 16, 2006, and thereafter amended by a certain Certificate of Amendment filed with the Delaware Secretary of State on March 2, 2007.

THIRD: The Second Amended and Restated Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on October 9, 2007.

FOURTH: The Third Amended and Restated Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on March 19, 2009.

FIFTH: This Fourth Amended and Restated Certificate of Incorporation has been duly adopted by the Board and Directors and stockholders of the Corporation in accordance with the provisions of Sections 228, 242 and 245 of the Delaware General Corporation Law. As required by Section 228 of the Delaware General Corporation Law, the Corporation has given prompt written notice of the amendments to the Certificate of Incorporation reflected in this Fourth Amended and Restated Certificate of Incorporation to all stockholders who did not consent in writing to these amendments.

SIXTH: The Certificate of Incorporation of the Corporation is amended and restated in its entirety to read as follows:

ARTICLE I.

The name of the corporation is SinglePipe, Inc. (the "Corporation").

ARTICLE II.

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of the Corporation's registered agent is The Corporation Trust Company.

ARTICLE III.

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE IV.

A. Classes of Stock. The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is One Hundred Forty-Two Million (142,000,000) shares, each with a par value of \$0.0001 per share, of which Eighty-Five Million (85,000,000) shares shall be Common Stock and Fifty-Seven Million (57,000,000) shares shall be Preferred Stock. The Preferred Stock shall be divided into series. The first series shall consist of Fifty-Seven Million (57,000,000) shares which shall be designated "Series A Redeemable Convertible Participating Preferred Stock" (referred to herein as the "Series A Preferred Stock"). The Corporation may from time to time in accordance with the laws of the State of Delaware increase or decrease the authorized amount of its Common Stock (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 Corporation (voting together as a single class on an as-converted basis) if at any time the number of shares of Common Stock remaining unissued and available for issuance shall not be sufficient to permit conversion of the Preferred Stock.

B. Series A Preferred Stock.1. Dividend Provisions.

(a) The holders of shares of Series A Preferred Stock shall be entitled to receive cumulative dividends at a rate equal to twelve percent (12%) of the Original Series A Purchase Price (as defined herein) per share per annum, compounded annually ("Series A Cumulative Dividends"). "Original Series A Purchase Price" shall mean Twenty-six Cents (\$0.26) per share of Series A Preferred Stock, which amount shall be adjusted for any stock splits, stock dividends, recapitalizations or the like occurring after the date hereof. All accrued but unpaid Series A Cumulative Dividends shall be paid in full prior to any declaration or payment of any dividend (payable other than in Common Stock or rights that only entitle the holder thereof to receive, directly or indirectly, additional shares of Common Stock), distribution or payment of any kind on the Common Stock or any other equity securities of the Corporation other than the Series A Preferred Stock (the "Junior Securities"), and shall be payable when, as and if declared by the Board of Directors of the Corporation, but only out of funds that are legally available therefore. No dividend may be declared and paid on any shares of the Series A Preferred Stock unless a proportionate dividend (based on the relative accrued but unpaid dividends on the Series A Preferred Stock) is declared and paid in respect of all shares of Series A Preferred Stock. Unless otherwise required by law, Series A Cumulative Dividends shall accrue on each share of Series A Preferred Stock commencing with the date of issue of such share and ending immediately prior to the redemption or conversion of such share, whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation available for the payment of dividends. Upon conversion of any shares of Series A Preferred Stock, any accrued but unpaid Series A Cumulative Dividends thereon shall be paid in cash; provided, however, that the holders of such shares shall have the option to have any accrued but unpaid Series A Cumulative Dividends paid in shares of Common Stock in accordance with Section B.4(a) below.

(b) In the event that the Corporation declares or pays any dividends on the Common Stock (whether payable in cash, securities or other property) other than dividends payable solely in shares of Common Stock or other rights that only entitle the holder thereof to receive, directly or indirectly, additional shares of Common Stock, the Corporation shall also declare and pay to the holders of the Series A Preferred Stock, on a pari passu basis and at the same time that it declares and pays such dividends to the holders of the Common Stock, the dividends which would have been declared and paid with respect to the Common Stock issuable upon conversion of the Series A Preferred Stock had all of the outstanding Series A Preferred Stock been converted immediately prior to the record date for such dividend, or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends are to be determined.

2. Liquidation.

(a) Preference. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary (a "Liquidation Event"), the holders of Series A Preferred Stock shall be entitled to receive out of the assets of the Corporation, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of Common Stock or any other Junior Securities by reason of their ownership thereof, for each share of Series A Preferred Stock an amount equal to (the "Preferential Amount");

(i) the Original Series A Purchase Price per share of Series A Preferred Stock held by such holder; plus

(ii) all accrued but unpaid Series A Cumulative Dividends thereon, calculated through the date of such Liquidation Event.

If, upon the occurrence of such event, the assets and funds thus distributed among the holders of Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full Preferential Amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed among the holders of the Series A Preferred Stock in proportion to the amount each would have received had there been sufficient funds to permit the payment to such holders of the full Preferential Amount.

(b) Remaining Assets. After payment of the full Preferential Amount, the remaining assets of the Corporation legally available for distribution to the stockholders shall be distributed among the holders of the Common Stock, Series A Preferred Stock pro rata based on the number of shares of Common Stock held by each (as if all shares of Series A Preferred Stock have been converted into Common Stock).

(c) Certain Acquisitions.

(i) Deemed Liquidation. For purposes of this Section 2, a Liquidation Event shall be deemed to be occasioned by, or to include (each, a "Sale Transaction"), (A) the acquisition of the Corporation by another entity or group of related

entities by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation), or (B) a sale or exclusive license of all or substantially all of the assets of the Corporation, unless the Corporation's stockholders of record as constituted immediately prior to any such acquisition or sale described in clause (A) or (B) will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Corporation's acquisition or sale or otherwise), hold at least fifty percent (50%) of the voting power of the surviving or acquiring entity in approximately the same relative percentages and with the same relative liquidation preferences and voting rights after such acquisition or sale as before such acquisition or sale.

(ii) Stockholder Transfer. No stockholder of the Corporation shall enter into any transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is transferred unless (A) the terms of such transaction or transactions provide that the consideration to be paid to all stockholders of the Corporation is to be allocated in accordance with the priorities set forth in Sections 2(a) and (b), or (B) the holders of a majority of the issued and outstanding shares of Series A Preferred Stock (the "Requisite Holders") agree thereto in writing.

(iii) Valuation of Consideration. In the event of a deemed liquidation as described in Section 2(c)(i) above, if the consideration received by the Corporation (or in the case of Section 2(c)(ii) the consideration received by the stockholders) is other than cash, its value will be deemed its fair market value as determined in good faith by the Board of Directors, except that the fair market value of any securities shall be valued as follows:

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

(1) 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 or quotation system over the twenty (20) business day period ending three (3) business days prior to the closing;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the twenty (20) business day period ending three (3) business days prior to the closing; and

(3) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Corporation; provided that if the Requisite Holders shall object to such determination in a written notice to the Corporation, the Corporation shall engage at its own cost a nationally recognized investment bank mutually selected by the Board of Directors of the Corporation and the Requisite Holders to determine the value thereof and the determination of such investment bank shall be conclusive.

(B) The 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 reflect an appropriate discount from

the market value determined as above in Section 2(c)(iii)(A) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors of the Corporation; provided that if the Requisite Holders shall object to such determination in a written notice to the Corporation, the Corporation shall engage at its own cost a nationally recognized investment bank mutually selected by the Board of Directors of the Corporation and the Requisite Holders to determine the value thereof and the determination of such investment bank shall be conclusive.

(iv) Notice of Transaction. The Corporation shall give each holder of record of Series A Preferred Stock written notice of any impending Sale Transaction not later than twenty (20) days prior to the stockholders' meeting called to approve such Sale Transaction, or twenty (20) days prior to the closing of such Sale Transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such Sale Transaction. The first of such notices shall describe the material terms and conditions of the impending Sale Transaction and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt written notice of any material changes. The Sale Transaction shall in no event take place sooner than twenty (20) after the Corporation has given the first notice provided for herein or sooner than twenty (20) days after the Corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened or eliminated upon the written consent of the Requisite Holders.

(v) Effect of Noncompliance. In the event the requirements of this Section 2(c) are not complied with, the Corporation shall forthwith either cause the closing of the transaction to be postponed until such requirements have been complied with, or cancel such transaction, in which event the rights, preferences and privileges of the holders of the Series A Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in Section 2(c)(iv) hereof.

3. Redemption.

(a) On and any time, and from time to time, after October 16, 2011, the Corporation shall, to the extent that it may lawfully do so, upon receipt by the Corporation from the Requisite Holders of a written demand ("Redemption Demand") for redemption hereunder of all or any portion of the Series A Preferred Stock held by such holder or holders (the "Redemption Shares"), and written notice of such Redemption Demand mailed, first class postage prepaid, by the Corporation to each holder of record of Series A Preferred Stock not making the Redemption Demand (who each will then have thirty (30) days to notify the Corporation of such holder's wish to join in this Redemption Demand with respect to all or any portion of its respective shares of Series A Preferred Stock, and any such shares which such holder so notifies the Corporation it wishes to include in the Redemption Demand shall be considered Redemption Shares included within the Redemption Demand), on the date specified in such Redemption Demand (the "Redemption Date"), which date may not be less than ninety (90) days after the Corporation's receipt of the Redemption Demand, redeem their Redemption Shares by paying an amount in cash for each such share (the "Redemption Price") equal to the greater of (i) the Original Series A Purchase Price per share, plus the amount of all accrued but unpaid Series A Cumulative Dividends thereon, or (ii) the fair market value per share of the Redemption Shares as of the date of receipt by the Corporation of the Redemption Demand

(without application of any discount for lack of marketability or minority position). The calculation of fair market value per share of the Redemption Shares shall be made by a qualified, independent appraiser of recognized standing experienced in the valuation of shares of companies similar to the Corporation (a "Qualified Appraiser") acceptable to both the Corporation and the Requisite Holders. If the Requisite Holders and the Corporation are unable to agree upon a Qualified Appraiser, such holders and the Corporation shall each select an appraiser of recognized standing and the two appraisers shall designate a third appraiser of recognized standing, who shall then be the Qualified Appraiser and whose appraisal shall be determinative of the fair market value. The expenses of the Qualified Appraiser shall be borne by the Corporation. Any holder demanding or electing redemption pursuant to this subsection may rescind such demand or election with respect to all or any portion of such Redemption Shares at any time prior to the Redemption Date by delivering notice of such rescission to the Corporation. Payment of the Redemption Price shall be made in cash on the Redemption Date.

(b) At least fifteen (15) but no more than thirty (30) days prior to the Redemption Date, if the holders of Series A Preferred Stock exercise their right of redemption pursuant to subsection 3(a) above, written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Redemption Shares to be redeemed, at the address last shown on the records of the Corporation for such holder, notifying such holder of the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the Redemption Shares (the "Redemption Notice"). Except as provided in subsection (3)(c) below on or after the Redemption Date, each holder of Redemption Shares shall surrender to the Corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be paid to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled and shall not be reissued, sold or transferred.

(c) From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the holders of Redemption Shares as holders of Series A Preferred Stock (except the right to receive the Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of the Redemption Shares on the Redemption Date are insufficient to redeem the total number of Redemption Shares to be redeemed on such date, those funds which are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed in proportion to the amounts which holders of Redemption Shares would otherwise had been entitled to receive if all amounts payable on or with respect to the Redemption Shares in such redemption had been paid in full. Until the Redemption Price is paid in full with respect to a Redemption Share not redeemed because the Corporation did not have sufficient legally available funds for such redemption, the Redemption Share shall remain outstanding and entitled to all the rights and preferences provided herein, including the right to rescind a Redemption Demand in the manner specified in Section 3(a) with respect to the Redemption Shares not redeemed, and such Redemption Shares shall continue to accrue

dividends in accordance with the terms of Section 1(a). At any time thereafter when additional funds of the Corporation are legally available for the redemption of the Redemption Shares, such funds will immediately be used to redeem the balance of the Redemption Shares that the Corporation has not redeemed. To the extent there is more than one Redemption Demand, the Redemption Price for the Redemption Shares included in any prior Redemption Demand must be paid in full before payment of any portion of the Redemption Price for the Redemption Shares included in any subsequent Redemption Demand. In the event that any shares of Series A Preferred Stock shall be converted into Common Stock prior to the close of business on the Redemption Date, the Corporation shall not be obligated nor have the right to redeem such shares.

4. Conversion. The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Subject to Section 4(c), each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share and, with respect to Redemption Shares, on or prior to the close of business on the Redemption Date, at the principal executive office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (i) the Original Series A Purchase Price plus (if such holder opts to convert the Series A Cumulative Dividends) all accrued but unpaid Series A Cumulative Dividends thereon by (ii) the Series A Conversion Price (as defined below) applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial conversion price ("Series A Conversion Price") for each share of Series A Preferred Stock shall be the Original Series A Purchase Price. In order to prevent dilution of the Conversion Rights provided hereunder, such initial Series A Conversion Price shall be subject to adjustment as set forth in Section 4(d) below as applicable to each share of Series A Preferred Stock. Upon conversion of any share of Series A Preferred Stock pursuant to this Section B.4(a) or Section B.4(b) below, all accrued but unpaid Series A Cumulative Dividends with respect to such share to the date of conversion, whether or not declared, shall be paid, at the option of the holder, in cash or shares of Common Stock.

(b) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the Series A Conversion Price at the time in effect for such share immediately upon (except as provided below in Section 4(c)), the Corporation's sale of its Common Stock at an offering price of at least One and 30/100 Dollars (\$1.30) per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like effected after the date hereof) in a firm commitment underwritten primary or secondary public offering pursuant to a registration statement under the Securities Act of 1933, as amended (as then in effect, or any comparable statement under any similar federal statute then in force) (the "Securities Act"), which results in aggregate net cash proceeds to the Corporation of at least Twenty Million Dollars (\$20,000,000) (after deducting underwriters' commissions and other offering expenses) (a "Qualified IPO").

(c) Mechanics of Conversion. Before any holder of Series A Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall

surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such Series A Preferred Stock, and shall give written notice to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter (but in no event later than ten (10) days thereafter), issue and deliver, without charge to the holder, at such office to such holder of Series A Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid plus an amount in cash equal to all accrued but unpaid Series A Cumulative Dividends with respect to such shares to the date of conversion, unless such accrued but unpaid Series A Cumulative Dividends are to be converted into shares of Common Stock at the election of the holder thereof. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of such Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act the conversion may, at the option of any holder tendering Series A Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive Common Stock upon conversion of Series A Preferred Stock shall not be deemed to have converted Series A Preferred Stock until immediately prior to the closing of such sale of securities. Notwithstanding the foregoing, upon the automatic conversion of the Series A Preferred Stock as a result of a Qualified IPO, the outstanding shares of Series A Preferred Stock shall be converted automatically into shares of Common Stock without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificate or certificates evidencing such shares of Series A Preferred Stock are delivered to the Corporation or to any transfer agent for such Series A Preferred Stock.

(d) Conversion Price Adjustments of Series A Preferred Stock for Certain Dilutive Issuances, Splits and Combinations and Other Events. The Conversion Price of the Series A Preferred Stock shall be subject to adjustment from time to time as follows:

(i)

(A) Issuance of Additional Stock Below Purchase Price.

If the Corporation shall issue or be deemed to have issued, after the date upon which any shares of Series A Preferred Stock were first issued (the "Series A Purchase Date"), any Additional Stock (as defined below) for a consideration per share (the "Issuance Price") less than the Series A Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Series A Conversion Price for the outstanding Series A Preferred Stock in effect immediately prior to each such issuance shall automatically (except as otherwise provided in this clause (d)(i)) be reduced to the Issuance Price. For purposes of this Section 4(d)(i), the following clauses shall also be applicable.

(B) Determination of Consideration. In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof, but excluding any legal and accounting fees and expenses allowed, paid or incurred by the Corporation in connection with the issuance or sale thereof.

(C) Consideration Other than Cash. In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined in good faith by the Board of Directors of the Corporation; provided that if the Requisite Holders shall object to such determination, the Corporation shall engage at its own cost a nationally recognized investment bank mutually selected by the Board of Directors of the Corporation and the Requisite Holders to determine the value thereof and the determination of such investment bank shall be conclusive.

(D) Deemed Issuances of Common Stock. In the case of the grant of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of determining the adjusted Conversion Price pursuant to Section 4(d)(i):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were granted and for a consideration equal to the consideration (determined in the manner provided in Sections 4(d)(i)(B) and 4(d)(i)(C)), if any, received by the Corporation upon the grant of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were granted or such options or rights were granted and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Sections 4(d)(i)(B) and 4(d)(i)(C)).

(3) In the event of any change in the number of shares of Common Stock deliverable by, or in the consideration payable to, the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Series A Conversion Price, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 4(d)(i)(D)(1) and (2) shall be appropriately adjusted to reflect any change of the type described in Section 4(d)(i)(D)(3).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or would be deemed to have been issued for the purposes of triggering an adjustment to the Series A Conversion Price pursuant to Section 4(d)(i)(D)) by the Corporation after the Series A Purchase Date other than:

(A) Shares of Common Stock issued pursuant to a transaction described in Section 4(d)(iii) hereof;

(B) Shares of Common Stock issuable or issued pursuant to a stock option, restricted stock, stock purchase, warrant or other stock incentive plan or arrangement approved by the Board of Directors of the Corporation or its Compensation Committee as well as the Requisite Holders pursuant to Section 7 of this Article IV;

(C) Shares of Common Stock issued and outstanding as of the date hereof;

(D) Shares of Common Stock issued or issuable upon conversion of the Series A Preferred Stock or as a dividend or distribution on the Series A Preferred Stock

(E) Shares of Common Stock issued or issuable pursuant to the acquisition of another business by the Company by merger, share exchange, purchase of substantially all of the assets or shares or other reorganization approved by the Board of Directors of the Company; and

(F) Shares of Common Stock issued or issuable in a Qualified IPO.

(iii) Stock Splits and Subdivisions. In the event the Corporation should at any time or from time to time after the date hereof fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other rights that only entitle the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common

Stock Equivalents”) without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Series A Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be increased in proportion to such increase in the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents, with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section 4(d)(i)(D).

(iv) Stock Combinations. If the number of shares of Common Stock outstanding at any time after the date hereof is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Series A Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event the Corporation shall declare a distribution payable in securities of other entities, evidences of indebtedness issued by the Corporation or other entities, assets (excluding cash dividends) or options or rights not referred to in Section 4(d)(iii), then, in each such case for the purpose of this Section 4(e), the holders of shares of Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Corporation into which their shares of Series A Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or Section 2), provision shall be made so that the holders of shares of Series A Preferred Stock shall thereafter be entitled to receive as if there was a conversion of Series A Preferred Stock immediately prior to such recapitalization, the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of the number of shares of Common Stock deliverable upon such deemed conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of Series A Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Series A Conversion Price then in effect and the number of shares issuable upon conversion of Series A Preferred Stock) shall be applicable after that event and be as nearly equivalent as practicable.

(g) No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed

hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of Series A Preferred Stock against impairment.

(h) No Fractional Shares And Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of Series A Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded up to the next whole share.

(ii) Upon the occurrence of each adjustment of the Series A Conversion Price pursuant to this Section 4, the Corporation, at its expense, shall promptly prepare and furnish to each holder of such Series A Preferred Stock a certificate setting forth such adjustment and describing the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the applicable Series A Conversion Price at such time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of such holder's Series A Preferred Stock.

(i) Notices of Record Date. In the event of any taking by the Corporation 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 (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Series A Preferred Stock, at least ten (10) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(j) Reservation of Stock Issuable Upon Conversion. The Corporation 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 shares of Series A Preferred Stock, 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 Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred Stock, in addition to such other remedies as shall be available to the holder of Series A Preferred Stock, the Corporation 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 purposes, including, without limitation, engaging in commercially reasonable efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation.

(k) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Series A Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

5. Voting Rights.

(a) Except as otherwise provided in this Certificate of Incorporation or by law, the holder of each share of Series A Preferred Stock shall have the right to one (1) vote for each share of Common Stock into which such share of Series A Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock and shall vote together as a single class with the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of the Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote, including, but not limited to, actions amending the Certificate of Incorporation to increase the number of authorized shares of Common Stock. The holders of the Series A Preferred Stock shall have the right to vote together as a separate class on all matters set forth in Section 5(b) and Section 7 of this Article IV. The holders of the Common Stock shall have the right to vote as a separate class on all matters set forth in Section 5(c) of this Article IV. To the extent Delaware law requires a separate class vote of the holders of the Series A Preferred Stock and this Certificate of Incorporation does not otherwise specify a required percentage, the percentage required for approval of such class vote shall be a simple majority.

(b) The holders of shares of Series A Preferred Stock shall be entitled, voting together as a single class, to elect four (4) directors of the Corporation (the "Preferred Directors") at each annual meeting of the Corporation's stockholders or action by written consent in lieu thereof, with such directors to serve on the Board of Directors until the successors of such directors are duly elected by the holders of the Series A Preferred Stock in accordance with this Section 5(b) or until such directors are removed from office. Any Preferred Director may be removed from office by the holders of a majority of the then outstanding shares of Series A Preferred Stock, voting together as a single class. If the holders of the Series A Preferred Stock for any reason fail to elect anyone to fill any such directorship, such position shall remain vacant until such time as the holders of the Series A Preferred Stock elect a director to fill such position and such position shall not be filled by resolution, written consent or vote of the Board of Directors or the Corporation's other shareholders.

(c) The holders of shares of Common Stock shall be entitled, voting together as a single class (in this instance the holders of Preferred Stock will not be entitled to vote on an "as converted" basis with the holders of Common Stock), to elect one (1) director of the Corporation (the "Common Director") at each annual meeting of the Corporation's stockholders or action by written consent in lieu thereof, with such director to serve on the Board of Directors until the successor of such director is duly elected by the holders of the Common Stock in accordance with this Section 5(c) or until such director is removed from office. The Common Director may be removed from office by the holders of a majority of the then

outstanding shares of Common Stock, voting together as a single class. If the holders of the Common Stock for any reason fail to elect anyone to fill such directorship, such position shall remain vacant until such time as the holders of the Common Stock elect a director to fill such position and such position shall not be filled by resolution, written consent or vote of the Board of Directors or the Corporation's other shareholders.

(d) The holders of shares of Series A Preferred Stock and Common Stock shall be entitled, voting together as a single class on an as-converted basis, to elect two (2) directors of the Corporation (the "Joint Directors") at each annual meeting of the Corporation's stockholders or action by written consent in lieu thereof, with such directors to serve on the Board of Directors until the successors of such directors are duly elected by the holders of the Series A Preferred Stock and Common Stock in accordance with this Section 5(d) or until such directors are removed from office. Any Joint Director may be removed from office by the holders of a majority of the then outstanding shares of Series A Preferred Stock and Common Stock, voting together as a single class on an as-converted basis. If the holders of the Series A Preferred Stock and Common Stock for any reason fail to elect anyone to fill any such directorship, such position shall remain vacant until such time as the holders of the Series A Preferred Stock and Common Stock elect a director to fill such position and such position shall not be filled by resolution, written consent or vote of the Board of Directors or the Corporation's other shareholders.

6. Status of Redeemed or Converted Stock. In the event any shares of Series A Preferred Stock shall be redeemed or converted pursuant to Section 3 or Section 4 hereof, the shares of Series A Preferred Stock so redeemed or converted shall be cancelled and shall not be issuable by the Corporation. The Certificate of Incorporation of the Corporation shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

7. Negative Covenants. So long at least twenty-five percent (25%) of the shares of Series A Preferred Stock issued by the Corporation through such point in time are then outstanding, the Corporation shall not, without the prior vote or written consent of the Requisite Holders:

(a) Except for reimbursement of reasonable expenses and transactions approved by a majority of the Corporation's disinterested directors in the ordinary course of business between the Corporation and its officers, directors and employees relating to compensation (including the issuance of securities under the Corporation's stock incentive plans by the Board of Directors or its Compensation Committee), engage in any transactions (including, without limitation, the repayment of any loans made to the Corporation) with "affiliates", which for the purposes of this Section 7(a) shall mean (i) any director or officer (or any member of such person's immediate family or a trust for their benefit) of the Corporation or any holder of its capital stock or (ii) any person (or any member of such person's immediate family or a trust for their benefit) or entity, directly or indirectly, controlling, controlled by or under common control with any such person or entity;

(b) Repurchase or redeem any equity securities or pay any dividends or make any distributions to holders of any of the Corporation's equity securities except for the payment of dividends on or the redemption of the Series A Preferred Stock as provided herein and other than pursuant to agreements with employees, advisors, consultants or service providers, in effect on the date hereof, giving the Corporation the right to repurchase equity securities upon the termination of services or in the exercise of the Corporation's right of first refusal;

(c) Adopt or make any amendment to any stock option, restricted stock, stock purchase, warrant or other stock incentive plan or arrangement ("Compensatory Plans") or grant any stock options, restricted stock, warrants or other equity compensation to Carlos Carpenter, Matthew Phillips, Scott Edelen or any former owner of any entity acquired pursuant to the Wispnet Acquisition (as defined in that certain Series A Redeemable Convertible Participating Preferred Stock Purchase Agreement dated October 16, 2006 among the Corporation and the other persons named therein);

(d) Issue or authorize any class or series of equity securities or additional shares of existing classes or series, or equivalents thereof or rights convertible thereinto or exchangeable therefor, except (i) pursuant to that certain Series A Redeemable Convertible Participating Preferred Stock Purchase Agreement dated March 19, 2009 among the Corporation and the other persons named therein; (ii) pursuant to a Compensatory Plan; (iii) in connection with a Qualified IPO; and (iv) shares of Common Stock issued pursuant to a transaction described in Section 4(d)(iii) hereof, provided such transaction is approved by the Board of Directors of the Corporation.

(e) Other than in connection with a Qualified IPO, create (by reclassification or otherwise) any new class or series of securities or shares or equivalents thereof or rights convertible thereinto or exchangeable therefor;

(f) Effect a merger, consolidation, reorganization, conversion or recapitalization of the Corporation, or sale of the Corporation or sale or lease of all or substantially all of its assets or transfer, license or lease of any of its material assets (including intellectual property assets) or any transaction resulting in a change in ownership or voting control of more than fifty percent (50%) of the Corporation's outstanding shares of capital stock on an "as if" fully converted basis, whether by merger, consolidation, sale or lease of assets or otherwise;

(g) Liquidate or dissolve or effect a winding up of the business of the Corporation or a material change in the nature of the Corporation's business;

(h) Amend or waive any provision of the Corporation's Certificate of Incorporation or bylaws;

(i) Increase the size of the Board of Directors of the Corporation to more than seven (7) directors;

(j) Take any action that would alter or change the rights, preferences or privileges of, or increase the authorized number of shares of, the Series A Preferred Stock or take any other action that, individually or together with any other action, would materially and adversely affect any holder of the Series A Preferred Stock;

(k) Approve or alter an annual budget or take any action (including any expenditure of funds of the Corporation) that results in a material variance from an annual budget previously approved by the Board of Directors of the Corporation or a committee thereof;

(l) Make any borrowings, incur any obligations for borrowed money or leases, issue any debt securities or guarantee (directly or indirectly) any indebtedness which exceed One Hundred Thousand Dollars (\$100,000) in the aggregate at any time during any calendar year;

(m) Acquire the entirety of or any controlling interest in any company or business (whether by a purchase of assets, purchase of stock, merger, share exchange or otherwise), or enter into any material joint venture;

(n) Repay any loans made to the Corporation by a shareholder;

(o) Grant any other person the right to utilize any material intellectual property of the Corporation other than in the ordinary course of business;

(p) Hire or terminate any member of the Corporation's senior management, including but not limited to its chief executive officer and chief operating officer;

(q) Agree to any restrictions on the declaration or payment of any Series A Cumulative Dividends or the redemption of shares of Series A Preferred Stock; or

(r) Agree to do any of the foregoing.

C. Common Stock.

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation shall be distributed as provided in Section B.2 of this Article IV.

3. Redemption. The Common Stock is not redeemable.

4. Voting Rights. Subject to Section 5 of this Article IV, the holders of Common Stock shall have the right to one (1) vote for each share of Common Stock held, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the

Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE V.

Subject to Section 7(h) of Article IV, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the bylaws of the Corporation.

ARTICLE VI.

Elections of directors need not be by written ballot unless otherwise provided in the bylaws of the Corporation.

ARTICLE VII.

A. To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

B. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

C. Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE VIII.

To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) agents of the Corporation (and any other persons to which Delaware law permits the Corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the Delaware General Corporation Law, subject only to limits created by applicable Delaware law (statutory or non-statutory), with respect to actions for breach of duty to the Corporation, its stockholders, and others.

ARTICLE IX.

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution, or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in the manner as the court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of the compromise or arrangement, the compromise or arrangement and the reorganization will, if sanctioned by the court to which the application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ARTICLE X.

The right to cumulate votes in the election of directors shall not exist with respect to shares of Common Stock and Preferred Stock of the Corporation.

ARTICLE XI

Subject to the provisions of Section 7 of Article IV hereof, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Fourth Amended and Restated Certificate of Incorporation in the manner now or afterwards prescribed by the laws of the State of Delaware, and all rights and powers conferred on stockholders in this Fourth Amended and Restated Certificate of Incorporation are granted subject to this reservation. Any of the rights of the holders of Series A Preferred Stock set forth herein may be waived by the affirmative consent or vote of the Requisite Holders.

* * * * *

The foregoing Fourth Amended and Restated Certificate of Incorporation has been duly adopted by the Corporation's Board of Directors and stockholders in accordance with the applicable provisions of Sections 228, 242 and 245 of the Delaware General Corporation Law.

Executed at Louisville, Kentucky on the 16 day of October, 2009.

SINGLEPIPE COMMUNICATIONS, INC.

By: [Signature]
Jeffrey Cary, Chief Executive Officer