

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316596

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|---|------------------------------|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | CHANGE OF NAME | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gividend, Inc. | | 11/13/2012 | CORPORATION: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Bizible, Inc. | | |
| Street Address: | 2910 1st Ave S, Suite 200 | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98134 | | |
| Entity Type: | CORPORATION: WASHINGTON | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4373336 | BIZIBLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2062603966 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2066173040 | | |
| Email: | sean@focallaw.com | | |
| Correspondent Name: | Sean M. McChesney | | |
| Address Line 1: | 800 Fifth Avenue, Suite 4100 | | |
| Address Line 4: | Seattle, WASHINGTON 98104 | | |
| NAME OF SUBMITTER: | Sean M. McChesney | | |
| SIGNATURE: | /smm/ | | |
| DATE SIGNED: | 09/10/2014 | | |
| Total Attachments: 18 | | | |
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SECRETARY OF STATE
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STATE OF WASHINGTON

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GIVIDEND, INC.

Pursuant to RCW 23B.10.070 of the Washington Business Corporation Act ("*WBCA*"), the following Second Amended and Restated Articles of Incorporation of Gividend, Inc. (the "*Restated Articles*") are hereby submitted for filing:

ARTICLE I. NAME

The name of this corporation is Bizible, Inc. (the "*Corporation*").

ARTICLE II. SHARES

(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 35,053,820 shares, each without a par value. 24,618,515 shares shall be Common Stock and 10,435,305 shares shall be Preferred Stock.

(B) **RIGHTS, PREFERENCES AND LIMITATIONS OF PREFERRED STOCK.** The Preferred Stock authorized by these Restated Articles may be issued from time to time in one or more series. The first series of Preferred Stock shall be designated "*Series A Preferred*" and shall consist of 1,530,120 shares. The second series of Preferred Stock shall be designated "*Series A-1 Preferred*" and shall consist of 8,905,185 shares. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A Preferred and the Series A-1 Preferred (together, the "*Series Preferred*") are as set forth below in this Article II(B).

1. **DIVIDEND PROVISIONS.**

(a) **Noncumulative Dividends.** The holders of shares of Series A-1 Preferred shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (other than dividends on shares of Common Stock payable in shares of Common Stock) on the Common Stock of the Corporation, at the rate of (i) \$0.0115 per share (as adjusted for stock splits, stock dividends, reclassifications or the like) per annum for each outstanding share of Series A-1 Preferred payable when, as and if declared by the Board of Directors of the Corporation (the "*Board of Directors*"). Such dividends shall not be cumulative.

(b) In the event dividends are paid on any share of Common Stock or any stock ranking junior to the Series A-1 Preferred, the Corporation shall pay an additional dividend on all outstanding shares of Series A-1 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 or stock ranking junior to the Series A-1 Preferred.

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

2. LIQUIDATION.

(a) **Preference.** In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series Preferred shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount equal to (i) with respect to the Series A-1 Preferred, \$0.1909 per share (as adjusted for stock splits, stock dividends, reclassifications or the like) for each share of Series A-1 Preferred then held by them, plus declared but unpaid dividends on such shares of Series A-1 Preferred, if any, and (ii) with respect to the Series A Preferred, \$0.202 per share (as adjusted for stock splits, stock dividends, reclassifications or the like) for each share of Series A Preferred then held by them, plus declared but unpaid dividends on such shares of Series A Preferred, if any. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series Preferred shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then, the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series Preferred in proportion to the preferential amount each such holder would otherwise be entitled to receive.

(b) **Remaining Assets.** Upon the completion of the distributions required by Section 2(a) above, the remaining assets of the Corporation available for distribution to its shareholders shall be distributed among the holders of the Common Stock of the Corporation pro rata based on the number of shares of Common Stock held by each such holder.

(c) Certain Acquisitions.

(i) **Deemed Liquidation.** For purposes of this Section 2, a liquidation, dissolution, or winding up of the Corporation shall be deemed to occur if the Corporation shall, in each case, whether through a single transaction or a series of similar transactions, sell, convey, or otherwise dispose of all or substantially all of its property or business (an "*Asset Transfer*") or merge with or into or consolidate with any other corporation, limited liability company or other entity (other than a wholly owned subsidiary of the Corporation) (an "*Acquisition*"), unless the holders of at least a majority of the Series Preferred elect not to treat the transaction as a Liquidation Transaction (any such Asset Transfer or Acquisition, unless elected otherwise, a "*Liquidation Transaction*"); *provided, however*, that none of the following shall be considered a Liquidation Transaction: (i) a merger effected exclusively for the purpose of changing the domicile of the Corporation, (ii) an equity financing in which the Corporation is the surviving corporation, or (iii) a transaction in which the

shareholders of the Corporation immediately prior to the transaction own 50% or more of the voting stock of the surviving corporation following the transaction (taking into account only stock of the Corporation held by such shareholders prior to the transaction).

(ii) Valuation of Consideration. In the event of a Liquidation Transaction, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. 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 based on the formula specified in the definitive agreements for the Liquidation Transaction (provided that such definitive agreements shall be approved by the Board of Directors and the shareholders of the Corporation to the extent required by the Washington Business Corporation Act) or, if no such formula exists, then the value of such securities shall be based on a formula approved by the Board of Directors and derived from the closing prices of the securities on such exchange over a specified time period;

(2) If actively traded over-the-counter, the value shall be based on the formula specified in the definitive agreements for the Liquidation Transaction (provided that such definitive agreements shall be approved by the Board of Directors and the shareholders of the Corporation to the extent required by the Washington Business Corporation Act) or, if no such formula exists, then the value of such securities shall be based on a formula approved by the Board of Directors and derived from the closing bid or sales prices (whichever is applicable) for such securities over a specified time period; 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.

(B) 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 shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as specified above in Section 2(c)(ii)(A) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors.

(iii) Notice of Liquidation Transaction. The Corporation shall give each holder of record of Series Preferred written notice of any impending Liquidation Transaction not later than 10 days prior to the shareholders' meeting called to approve such Liquidation Transaction, or 10 days prior to the closing of such Liquidation Transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such Liquidation Transaction. The first of such notices shall describe the material terms and conditions of the impending Liquidation Transaction and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. Unless

such notice requirements are waived, the Liquidation Transaction shall not take place sooner than 10 days after the Corporation has given the first notice provided for herein or sooner than 10 days after the Corporation has given notice of any material changes provided for herein. Notwithstanding the other provisions of these Restated Articles, all notice periods or requirements in these Restated Articles may be shortened or waived, either before or after the action for which notice is required, upon the written consent of the holders of a majority of the outstanding shares of Series Preferred that are entitled to such notice rights.

(iv) 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 Liquidation Transaction to be postponed until the requirements of this Section 2 have been complied with, or cancel such Liquidation Transaction, in which event the rights, preferences, privileges and restrictions of the holders of Series Preferred shall revert to and be the same as such rights, preferences, privileges and restrictions existing immediately prior to the date of the first notice referred to in Section 2(c)(iii).

(v) Allocation of Escrow and Contingent Consideration. In the event of a Liquidation Transaction pursuant to Section 2(c), if any portion of the consideration payable to the shareholders of the Corporation is payable only upon satisfaction of contingencies (the "*Additional Consideration*"), the definitive agreement for such Liquidation Transaction shall provide that (a) the portion of such consideration that is not *Additional Consideration* (such portion, the "*Initial Consideration*") shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2(a) and 2(b) as if the *Initial Consideration* were the only consideration payable in connection with such Deemed Liquidation Event and (b) any *Additional Consideration* which becomes payable to the shareholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2(a) and 2(b) after taking into account the previous payment of the *Initial Consideration* as part of the same transaction. For the purposes of this Section 2(c)(v), consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be *Initial Consideration*.

3. **REDEMPTION.** The Series Preferred is not redeemable.

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

(a) **Right to Convert.** Subject to Section 4(c), each share of Series Preferred shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the 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) \$0.1909 in the case of the Series A-1 Preferred and (ii) \$0.202 in the case of the Series A Preferred by the 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 per share of Series A Preferred shall be \$0.202 (the

"*Series A Conversion Price*") and the initial conversion price per share of Series A-1 Preferred shall be \$0.1909 (the "*Series A-1 Conversion Price*"). Such initial Series A Conversion Price and Series A-1 Conversion Price shall each be subject to adjustment as set forth in Section 4(d).

(b) **Automatic Conversion.** Each share of Series Preferred shall automatically be converted into shares of Common Stock at the Series A Conversion Price or Series A-1 Conversion Price, as applicable, at the time in effect for such share immediately upon the earlier of (i) the date specified by written consent or agreement of the holders of at least a majority of the then outstanding shares of Series Preferred (ii) the date on which a majority of the shares of the Series Preferred outstanding as of the Purchase Date (as defined below) have been converted into shares of Common Stock or (iii) except as provided below in Section 4(c), immediately prior to the closing of the Corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act of 1933, as amended (the "*Securities Act*"), the public offering price of which is not less than \$1.909 per share (as adjusted for stock splits, stock dividends, reclassifications or the like) and which results in aggregate cash proceeds to the Corporation of not less than \$50,000,000 (net of underwriting discounts and commissions) (a "*Qualified Public Offering*").

(c) **Mechanics of Conversion.** Before any holder of Series Preferred shall be entitled to convert such Series Preferred (or a reasonably acceptable affidavit and indemnity undertaking in the case of a lost, stolen or destroyed certificate) into shares of Common Stock, the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such series of Series Preferred, 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, issue and deliver at such office to such holder of Series Preferred, 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 and a certificate for the remaining number of shares of Series Preferred if less than all of the Series Preferred evidenced by the certificate were surrendered. Such conversion shall be deemed to have been made immediately prior to the close of business on (i) the date of such surrender of the shares of such series of Series Preferred to be converted or (ii) if applicable, the date of automatic conversion specified in Section 4(b) above, 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 public offering of securities registered pursuant to the Securities Act the conversion may, at the option of any holder tendering such Series Preferred for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event any persons entitled to receive Common Stock upon conversion of such Series Preferred shall not be deemed to have converted such Series Preferred until immediately prior to the closing of such sale of securities.

(d) **Conversion Price Adjustments of Series Preferred for Certain Dilutive Issuances, Splits and Combinations.** The Series A Conversion Price and the Series A-1 Conversion Price shall be subject to adjustment from time to time as follows:

(i) Issuance of Additional Stock below Purchase Price. If the Corporation should issue, at any time after the date upon which any shares of Series A-1 Preferred were first issued (the "**Purchase Date**" with respect to such series), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Series A-1 Conversion Price in effect immediately prior to each such issuance shall automatically be adjusted as set forth in this Section 4(d)(i), unless otherwise provided in this Section 4(d)(i).

(A) Adjustment Formula. Whenever the Series A-1 Conversion Price is adjusted pursuant to this Section 4(d)(i), the new Series A-1 Conversion Price shall be determined by multiplying the Series A-1 Conversion Price then in effect by a fraction,

(1) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (the "**Outstanding Common**") plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such Series A-1 Conversion Price; and

(1) the denominator of which shall be the number of shares of Outstanding Common plus the number of shares of such Additional Stock. For purposes of the foregoing calculation, the term "Outstanding Common" shall include shares of Common Stock deemed issued pursuant to Section 4(d)(i)(E) below.

(B) Definition of "Additional Stock". For purposes of this Section 4(d)(i), "**Additional Stock**" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 4(d)(i)(E)) by the Corporation after the Purchase Date) other than the following (collectively, the "**Excluded Issuances**"):

(1) securities issued or issuable to employees, officers, consultants or directors of the Corporation, or other persons performing services for the Corporation pursuant to a plan approved by the Board of Directors (the "**Board**");

(2) securities issued in connection with bona fide acquisitions, mergers or similar transactions approved by the Board, including the Series A-1 Director;

(3) securities issued to financial institutions or lessors in connection with commercial credit arrangements, equipment financings, or similar transactions approved by the Board, including the Series A-1 Director;

(4) the issuance of Series A-1 Preferred or securities issued upon conversion of the Series Preferred;

(5) securities issued or issuable in a Qualified Public Offering;

(6) securities issuable upon exercise of options, warrants, notes, or other convertible securities outstanding as of the date of these Restated Articles;

(7) securities issued or issuable in connection with joint ventures, technology licensing transactions, distribution transactions or other arrangements involving corporate partners that are primarily for purposes other than raising capital, provided that such issuances are approved by the Board, including the Series A-1 Director;

(8) securities issued to suppliers or third-party service providers in connection with the provision of goods or services pursuant to transactions, provided that such issuances are approved by the Board, including the Series A-1 Director;

(9) stock splits, stock dividends or like transactions for which proportional adjustments are made to the Series A Conversion Price and/or Series A-1 Conversion Price; or

(10) shares of Common Stock issued or issuable with the affirmative vote of the holders of at least sixty percent (60%) majority of the then outstanding shares of Series A-1 Preferred.

(C) No Fractional Adjustments. No adjustment of the Series A-1 Conversion Price shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward.

(D) 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. 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 by the Board irrespective of any accounting treatment.

(E) Deemed Issuances of Common Stock. In the case of the issuance (whether before, on or after the applicable Purchase Date) of securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (the "*Common Stock Equivalents*"), the following provisions shall apply for all purposes of this Section 4(d)(i):

(1) The aggregate maximum number of shares of Common Stock deliverable upon conversion, exchange or exercise (assuming the satisfaction of any conditions to convertibility, exchangeability or exercisability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) of any Common Stock Equivalents and subsequent conversion, exchange or exercise thereof shall be deemed to have been issued at the time such securities were issued or such Common Stock Equivalents were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such securities and related Common Stock Equivalents (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, exchange or exercise of any Common Stock Equivalents (the consideration in each case to be determined in the manner provided in Section 4(d)(i)(D).

(2) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon conversion, exchange or exercise of any Common Stock Equivalents, other than a change resulting from the antidilution provisions thereof, the Conversion Price, to the extent in any way affected by or computed using such Common Stock Equivalents, 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 conversion, exchange or exercise of such Common Stock Equivalents.

(3) Upon the termination or expiration of the convertibility, exchangeability or exercisability of any Common Stock Equivalents, the Conversion Price, to the extent in any way affected by or computed using such Common Stock Equivalents, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and Common Stock Equivalents that remain convertible, exchangeable or exercisable) actually issued upon the conversion, exchange or exercise of such Common Stock Equivalents.

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

(F) No Increased Conversion Price. Notwithstanding any other provisions of this Section 4(d)(i), except to the limited extent provided for in Sections 4(d)(i)(E)(2) and 4(d)(i)(E)(3), no adjustment of the Series A-1 Conversion Price pursuant to

this Section 4(d)(i) shall have the effect of increasing the Series A-1 Conversion Price above the Series A-1 Conversion Price in effect immediately prior to such adjustment.

(ii) Stock Splits and Dividends. In the event the Corporation should at any time after the Purchase Date 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 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 and Series A-1 Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of 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)(E).

(iii) Reverse Stock Splits. If the number of shares of Common Stock outstanding at any time after the Purchase Date 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 and Series A-1 Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event the Corporation shall declare a distribution (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or in Section 2 of this Article II(B)) payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 4(d)(i) or 4(d)(ii), then, in each such case for the purpose of this Section 4(e), the holders of Series Preferred 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 Preferred 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 in Section 2 of this Article II(B)) provision shall be made so that the holders of the Series Preferred shall thereafter be entitled to receive upon conversion of such Series Preferred the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of Common Stock deliverable upon 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 such Series Preferred after the recapitalization to the end

that the provisions of this Section 4 (including adjustment of the Series A-1 Conversion Price and/or Series Conversion Price then in effect and the number of shares purchasable upon conversion of such Series Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(g) **No Impairment.** The Corporation will not, 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 Preferred 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 Preferred. In lieu of fractional shares, the Corporation will pay cash in an amount equal to the fair value of such fractional shares, based on the fair market value of the shares of Common Stock, as determined in good faith by the Board of Directors, as of the time when those who would otherwise be entitled to receive such fractional shares is determined. The number of shares issuable upon such conversion shall be determined on the basis of the total number of shares of Series Preferred the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price and/or Series A-1 Conversion Price pursuant to this Section 4, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series Preferred a certificate setting forth such adjustment or readjustment and showing in detail 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 Preferred, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Series A Conversion Price and the Series A-1 Conversion Price at the 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 series of Series Preferred.

(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 Preferred, at least 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 the shares of the Series 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 such series of Series Preferred; 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 such series of Series Preferred, in addition to such other remedies as shall be available to the holder of such Series Preferred, 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 best efforts to obtain the requisite shareholder approval of any necessary amendment to these Restated Articles.

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

5. VOTING RIGHTS.

(a) **General Rights.** Except as expressly provided by these Restated Articles or as provided by law, the holders of Series Preferred shall have the same voting rights as the holders of Common Stock and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation, and the holders of Common Stock and the Series Preferred shall vote together as a single class on all matters. Each holder of Common Stock shall be entitled to one vote for each share of Common Stock held, and each holder of Series Preferred shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series Preferred could be converted. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series Preferred held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) **Election of Board of Directors.**

(i) For so long as at least 1,400,000 shares of Series A-1 Preferred remain outstanding (subject to adjustment for any stock split, reverse stock split or similar event affecting the Series Preferred after the filing date hereof), the holders of Series A-1 Preferred, voting together as a separate class on an as-if-converted basis, shall be entitled to elect one (1) member of the Board (the "*Series A-1 Director*") at each meeting or pursuant to each consent of the Corporation's shareholders 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) For so long as any shares of Common Stock remain outstanding, the holders of Common Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board (one director the "*Common Director*" and the other director the "*CEO Director*") at each meeting or pursuant to each consent of the Corporation's shareholders 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.

(iii) The holders of Common Stock and Series Preferred, voting together as a single class on an as-if-converted basis, shall be entitled to elect all remaining members of the Board at each meeting or pursuant to each consent of the Corporation's shareholders 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.

(iv) Any director elected as provided in Sections 5(b)(i) or (ii) may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such shareholders duly called for that purpose or pursuant to a written consent of shareholders. If the holders of shares of Series A-1 Preferred or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to Sections 5(b)(i) and (ii), then any directorship not so filled shall remain vacant until such time as the holders of the Series A-1 Preferred or Common, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by shareholders of the Corporation other than by the shareholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director.

6. **PROTECTIVE PROVISIONS.** So long as at least 3,800,000 shares of Series A-1 Preferred are outstanding (as adjusted for stock splits, stock dividends, reclassifications or the like), the Corporation shall not, directly or indirectly, (by amendment, merger, consolidation or otherwise) without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of Series A-1 Preferred, voting separately as a single class on an as-if-converted basis:

- (a) alter or change the rights, preferences or privileges of the Series A-1 Preferred so as to adversely affect such shares;
- (b) increase or decrease in the authorized number of shares of Series A-1 Preferred;
- (c) create (by reclassification or otherwise) any new class or series of shares having rights, preferences or privileges senior to or on parity with the Series A-1 Preferred;

(d) amend the Corporation's Articles of Incorporation or bylaws in a manner that materially or adversely affects the holders of the Series A-1 Preferred in a manner different from any other series;

(e) redeem or repurchase shares (excluding Common Stock repurchased at the lower of fair market value or cost upon termination of an officer, employee or director or consultant pursuant to a restricted stock purchase agreement);

(f) authorize or obligate the Corporation to pay any dividend or make any other distribution in respect of the Corporation's capital stock (other than a dividend payable solely in shares of Common Stock);

(g) increases the number of shares of Common Stock issuable pursuant to the Corporation's stock option plan or the adoption of any new employee stock purchase plan, stock incentive compensation or similar stock option plan unless approved by the Board, including the Series A-1 Director;

(h) change the authorized size of the Corporation's Board;

(i) effect an Asset Transfer or Acquisition, or any Liquidation Transaction;

(j) enter into or amend any transaction with any of the Company's executive officers, directors or their affiliates unless approved by the Board, including the Series A-1 Director; or

(k) permit any subsidiary of the Corporation in which the Corporation owns or controls a majority of the voting securities of such subsidiary to take any of the actions set forth in this Section 6.

7. STATUS OF CONVERTED STOCK. In the event any shares of Series A-1 Preferred shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and shall not be issuable by the Corporation. These Restated Articles shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

(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, or the occurrence of a Liquidation Transaction, the assets of the Corporation shall be distributed as provided in Section 2 of Article II(B).

3. **REDEMPTION.** The Common Stock is not redeemable.

4. **VOTING RIGHTS.** Each holder of Common Stock shall have the right to one vote per share of Common Stock, and shall be entitled to notice of any shareholders' 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 III. REGISTERED OFFICE AND AGENT

The name of the registered agent of the Corporation and the address of its registered office are as follows:

Corporation Service Company
300 Deschutes Way SW, Suite 304
Tumwater, WA 98501

ARTICLE IV. NO PREEMPTIVE RIGHTS

No preemptive rights shall exist with respect to shares of stock or securities convertible into shares of stock of the Corporation, except to the extent provided by written agreement with the Corporation.

ARTICLE V. NO CUMULATIVE VOTING

The right to cumulate votes in the election of directors shall not exist with respect to shares of stock of the Corporation.

ARTICLE VI. ACTION BY WRITTEN CONSENT OF SHAREHOLDERS

Any action required or permitted to be taken at any meeting of the Corporation's shareholders may be taken without a meeting or a vote if either:

(a) the action is taken by all of the Corporation's shareholders entitled to vote on the action; or

(b) so long as the Corporation is not a public company, the action is taken by the Corporation's shareholders holding of record, or otherwise entitled to vote, in the aggregate no less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted.

ARTICLE VII. NOTICES

(A) **NOTICES.** Any notice required by the provisions of these Restated Articles to be given to shareholders shall be deemed given, subject to the additional provisions outlined below, if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation. Notwithstanding the other provisions of these Restated Articles, all notice periods or notice requirements in these Restated Articles may be shortened or waived, either before or after the action for which notice is required, upon the written consent of the holders of a majority of the outstanding shares that are entitled to such notice rights.

(B) **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 each affected class, at least 10 days before 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.

(C) **NOTICES REQUIRED BY STATUTE.** To the extent prior notice is required by law, any notice required by statute to be given to nonconsenting shareholders of the Corporation shall be made as required by law. The form of this notice shall be sufficient to appraise the nonconsenting shareholders of the Corporation of the nature of the action effected or to be effected, in a manner approved by the directors of the Corporation or by the committee or officers to whom the Board of Directors has delegated that responsibility.

ARTICLE VIII. DIRECTORS

The number of directors of the Corporation shall be determined in the manner provided by the Corporation's bylaws and may be increased or decreased from time to time in the manner provided therein.

ARTICLE IX. BYLAWS

Subject to the limitations provided in Article II(B) Section 6, the Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation, subject to the power of the Corporation's shareholders to amend or repeal such bylaws.

ARTICLE X. AMENDMENTS TO ARTICLES OF INCORPORATION

Subject to the limitations provided in Article II(B) Section 6, the Corporation reserves the right to amend or repeal any of the provisions contained in these Articles of Incorporation in any manner now or hereafter permitted by law, and the rights of the Corporation's shareholders are granted subject to this reservation.

ARTICLE XI. ACTION BY MAJORITY VOTE

(A) **ACTION BY MAJORITY VOTE.** Except as otherwise provided in Article II(B) Section 6 and to the maximum extent permitted under RCW Ch. 23B, the Corporation's shareholders may take action by the affirmative vote of a simple majority of all shareholders of the Corporation entitled to vote on an action. This Article XI is specifically intended to reduce the voting requirements otherwise prescribed under RCW 23B.10.030, 23B.11.030, and 23B.12.020, in accordance with RCW 23B.07.270.

(B) **WAIVER.** Except as otherwise provided in Article II(B) Section 6 and to the maximum extent permitted under RCW Ch. 23B, the observance of any term of the Corporation's Articles of Incorporation which benefits only the holders of one or more series of Series Preferred may be waived by a vote of whichever series would be affected by such waiver as follows:

(1) in the event that the waiver would affect the rights of the holders of Series Preferred, the holders of a majority of all issued and outstanding Series Preferred, and

(2) in the event that the waiver would affect the rights of the holders of Common Stock, the holders of a majority of all issued and outstanding Common Stock,

in each case either generally or in a particular instance and either retroactively or prospectively.

(C) **CLASS VOTING.** Subject to Article II(B), Section 6, without limiting the generality of the foregoing, and notwithstanding the provisions of RCW 23B.10.040, Subsections (1)(a), (e) and (f), but subject to the provisions of Article II(B) Section 6 hereof, the Corporation may take any of the actions described in RCW 23B.10.040, Subsections (1)(a), (e) and (f) by the affirmative vote of the holders of a majority of Series Preferred and Common Stock, voting together as one class, with each holder of Series Preferred having that number of votes per share as determined in accordance with Article II(B) Section 5 hereof.

ARTICLE XII. LIMITATIONS OF DIRECTOR LIABILITY

To the fullest extent that the Washington Business Corporations Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a director of the Corporation shall not be personally liable to the Corporation or the Corporation's shareholders for monetary damages for conduct as a director, except for:

(a) acts or omissions involving intentional misconduct by the director or a knowing violation of the law by the director;

(b) conduct violating RCW 23B.08.310 (which involves certain distributions by the corporation); or

(c) any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled.

Any amendments to or repeal of this Article XII shall not adversely affect any right or protection of a director of the Corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

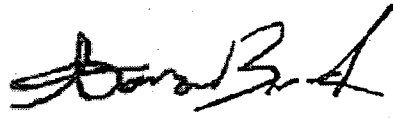
ARTICLE XIII. DIRECTOR INDEMNIFICATION

The Corporation shall indemnify its directors against all liability, damage or expense resulting from the fact that such person is or was a director, to the maximum extent and under all circumstances permitted by law.

This corporation shall advance expenses for such persons pursuant to the terms set forth in this corporation's bylaws, or in a separate directors' resolution or contract. The Board of Directors may take such action as is necessary to carry out these indemnification and expense advancement provisions. It is expressly empowered to adopt, approve, and amend from time to time such bylaws, resolutions, contracts, or further indemnification and expense advancement arrangements as may be permitted by law, implementing these provisions. Such bylaws, resolutions, contracts or further arrangements shall include but not be limited to implementing the manner in which determinations as to any indemnity or advancement of expenses shall be made.

[Signature Page Follows]

Dated: November 13, 2012.

A handwritten signature in black ink, appearing to read "Aaron Bird", written over a horizontal line.

Aaron Bird
President and Chief Executive Officer