

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VOXSUP, INC.		04/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	4C Insights Inc.		
Street Address:	1100 N. LAKE SHORE DRIVE #7A		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86140490	4C INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	ADAM K SACHAROFF		
Address Line 1:	191 N WACKER DR., SUITE 1800		
Address Line 2:	Much Shelist, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0009611.0008		
NAME OF SUBMITTER:	ADAM K SACHAROFF		
SIGNATURE:	/aks/		
DATE SIGNED:	11/24/2014		
Total Attachments: 29			
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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "VOXSUP INC.", CHANGING ITS NAME FROM "VOXSUP INC." TO "4C INSIGHTS INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF OCTOBER, A.D. 2014, AT 4:07 O'CLOCK P.M.

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

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1795147

DATE: 10-20-14

TRADEMARK
REEL: 005407 FRAME: 0274

**THIRD AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
VOXSUP INC.**

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

Voxsup Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "**General Corporation Law**"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Voxsup Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on March 22, 2011 under the name Voxsup Inc.

2. That the Board of Directors of the Corporation (the "**Board of Directors**") duly adopted resolutions proposing to amend and restate the certificate of incorporation of this corporation ("**Certificate**"), declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is 4C INSIGHTS INC. (the "**Corporation**").

SECOND: The address of the Corporation's registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808, and its registered agent at such address is CORPORATION SERVICE COMPANY.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH:

A. **CLASSES OF STOCK; RANK**

1. **Classes of Stock.** The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 21,000,000 shares of Common Stock, \$0.001 par value per share ("**Common Stock**"), and (ii) 7,788,990 shares of Preferred Stock, \$0.001 par value per share ("**Preferred Stock**"), consisting of (x) 788,990 shares of Series A Preferred Stock, \$0.001 par value per share, all of which shall be designated as "Series A Convertible Preferred Stock" (the "**Series A Preferred Stock**"), and (y) 7,000,000 shares of Series B Preferred Stock, \$0.001 par value per share, all of which shall be designated as "Series B Convertible Preferred Stock" (the "**Series B Preferred Stock**"). The Board of Directors is authorized, subject to the limitations prescribed by law and the provisions of this Second Amended and Restated Certificate of Incorporation (this "**Certificate**"), to provide for the issuance of shares of the Preferred Stock, and further, without limiting the generality of the foregoing, to provide for the issuance of the shares of Preferred Stock in one or more series, to establish from time to time the number of shares

to be included in each such series and to fix the designations, voting powers, preferences, rights and qualifications, limitations or restrictions of the shares of the Preferred Stock of each such series.

2. Rank. The Series A Preferred Stock and the Series B Preferred Stock shall rank on parity with each other as to dividends and upon a Liquidation Event. The Series A Preferred Stock and the Series B Preferred Stock shall rank senior to the Common Stock as to dividends and upon a Liquidation Event and in all other respects. For the avoidance of doubt, the Series A Preferred Stock shall not rank senior to the Series B Preferred Stock in any respect.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

B. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Dividend Provisions. The holders of the Common Stock shall be entitled to receive dividends, when, as and if declared by the Board of Directors, but only out of assets legally available therefor; provided, however, that no dividends shall be declared and/or paid with respect to the Common Stock (a) until all Preferred Stock Accruing Dividends (as defined below) then accrued and all Preferred Stock Capital Recovery Dividends (as defined below) have been paid in full and (b) unless all shares of Preferred Stock simultaneously participate in any and all such dividends that are declared and/or paid with respect to the Common Stock in accordance with the provisions of Article Fourth, Section C.1.3 below.

3. Liquidation Rights. Upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation shall be distributed as provided in Article Fourth, Section C.2 hereof.

4. Voting. The holders of the Common Stock are entitled to one (1) vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate that relates solely to the terms of the Preferred Stock if the holders of Preferred Stock are entitled to vote thereon pursuant to this Certificate or pursuant to the General Corporation Law. There shall be no cumulative voting.

5. Number of Shares. Subject to the limitations set forth in this Article Fourth, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law, the number of shares of Common Stock that may be authorized may be increased or decreased, at any time and from time to time, by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Corporation entitled to vote, voting together as a single class on an as converted basis; provided that no decrease shall reduce the number of shares of Common Stock to a number less than the sum of (a) the number of such shares then outstanding and (b) the number of such shares into which any rights, options, warrants or other securities then outstanding may be converted.

C. PREFERRED STOCK

The Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "Sections" or "Subsections" in this Part C of this Article Fourth refer to sections and subsections of Part C of this Article Fourth.

1. Dividends.

1.1 Preferred Stock Cumulative Accruing Dividends. The holders of Preferred Stock shall be entitled to receive out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividends on the Common Stock, cash dividends (a) which shall accrue on a cumulative basis for each share of Series B Preferred Stock at the annual rate of four percent (4%) per annum of the Series B Original Issue Price (as reduced by previous Series B Capital Recovery Dividends (as defined below)), accruing from and after the date of issuance of such share (as adjusted for any stock splits, stock dividends, reverse stock splits, stock combinations and other similar capitalization changes) (the "**Series B Accruing Dividends**") and (b) which shall accrue on a cumulative basis for each share of Series A Preferred Stock at the annual rate of four percent (4%) per annum of the Series A Original Issue Price (as reduced by previous Series A Capital Recovery Dividends (as defined below)), accruing from and after the first date shares of Series B Preferred Stock are issued and outstanding (as adjusted for any stock splits, stock dividends, reverse stock splits, stock combinations and other similar capitalization changes) (the "**Series A Accruing Dividends**" and collectively with the Series B Accruing Dividends, the "**Preferred Stock Accruing Dividends**"). The Preferred Stock Accruing Dividends shall begin to accrue on each share of Preferred Stock starting on the date that such share was first issued by the Corporation. The Preferred Stock Accruing Dividends shall accrue from day to day, whether or not earned or declared, and shall be cumulative (so that, if such dividends in respect of any previous or current annual dividend period, at the annual rate specified above, shall not have been paid, the deficiency shall first be fully paid before any dividend or other distribution shall be paid on or declared and set apart for the Common Stock), and shall be payable when, as and if declared by the Board of Directors or upon the other events specified in this Certificate. The holders of Series B Preferred Stock shall receive Series B Accruing Dividends, and the holders of Series A Preferred Stock shall receive Series A Accruing Dividends, on a pari passu and pro rata basis (based on the amount of the Series B Original Issue Price for the Series B Preferred Stock that remains unpaid relative to the amount of the Series A Original Issue Price for the Series A Preferred Stock that remains unpaid). The "**Series B Original Issue Price**" shall mean \$1.31 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series B Preferred Stock. The "**Series A Original Issue Price**" shall mean \$0.37 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock. The "**Original Issue Price**" shall mean the Series B Original Issue Price or the Series A Original Issue Price, as the context shall require.

1.2 Preferred Stock Capital Recovery Dividends. Once all of the Series B Accruing Dividends on the Series B Preferred Stock and all of the Series A Accruing Dividends on the Series A Preferred Stock have been paid in full, the holders of Preferred Stock shall be entitled to receive out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividends on the Common Stock, cash dividends until (a) the holders of the Series B Preferred Stock have received, for each share of Series B Preferred Stock, the entire Series B Original Issue Price (collectively, the "**Series B Capital Recovery Dividends**") and (b) the holders of the Series A Preferred Stock have received, for each share of Series A Preferred Stock, the entire Series A Original Issue Price (collectively, the "**Series A Capital Recovery Dividends**" and collectively with the Series B Capital Recovery Dividends, the "**Preferred Stock Capital Recovery Dividends**"). The Preferred Stock Capital Recovery Dividends shall first be fully paid before any dividend or other distribution shall be paid on or declared and set apart for the Common Stock. The Preferred Stock Capital Recovery Dividends shall be payable when, as and if declared by the Board of Directors or upon the other events specified in this Certificate. The holders of

Series B Preferred Stock shall receive Series B Capital Recovery Dividends, and the holders of Series A Preferred Stock shall receive Series A Capital Recovery Dividends, on a pari passu and pro rata basis (based on the amount of the Series B Original Issue Price for the Series B Preferred Stock that remains unpaid relative to the amount of the Series A Original Issue Price for the Series A Preferred Stock that remains unpaid). Any payment of Series B Capital Recovery Dividends to holders of Series B Preferred Stock shall reduce the Series B Original Issue Price of such Series B Preferred Stock for all purposes hereof, including, without limitation, in connection with the calculation and payment of dividends and the Liquidation Preference (as herein defined) in respect of such Series B Preferred Stock. Any payment of Series A Capital Recovery Dividends to holders of Series A Preferred Stock shall reduce the Series A Original Issue Price of such Series A Preferred Stock for all purposes hereof, including, without limitation, in connection with the calculation and payment of dividends and the Liquidation Preference (as herein defined) in respect of such Series A Preferred Stock.

1.3 Participating Dividends. In addition to Preferred Stock Accruing Dividends and Preferred Stock Capital Recovery Dividends, in the event that dividends are declared or paid on any share of Common Stock (other than dividends paid in additional shares of Common Stock for which an adjustment to the Conversion Price (as defined in Subsection 4.1.1) is made pursuant to Subsection 4.6), an additional dividend shall simultaneously be declared or paid, respectively, with respect to each outstanding share of Preferred Stock in an amount (on an as-if converted to Common Stock basis) at least equal to the amount set aside or paid for each share of Common Stock (it being understood, for the avoidance of doubt, that such additional dividend shall be set aside and paid with respect to the outstanding shares of Series B Preferred Stock and the outstanding shares of Series A Preferred Stock simultaneously and pari passu with one another (on an as-if-converted to Common Stock basis (subject to anti-dilution adjustments)), without distinction as to series of Preferred Stock).

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Payments to Holders of Preferred Stock. In the event of any Liquidation Event (as defined below), the holders of shares of Series B Preferred Stock then outstanding and the holders of shares of Series A Preferred Stock then outstanding shall be entitled, on a pari passu and pro rata basis (as described in this Subsection 2.1), to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, (a) an amount per share of Series B Preferred Stock equal to the sum of the Series B Original Issue Price (minus any previous Series B Capital Recovery Dividends) and any accrued but unpaid Series B Accruing Dividends thereon and any other accrued or declared and unpaid dividends on such share to which such holder is entitled (the aggregate amount payable pursuant to this clause (a) is hereinafter referred to as the “**Series B Preferred Liquidation Amount**”) and (b) an amount per share of Series A Preferred Stock equal to the sum of the Series A Original Issue Price (minus any previous Series A Capital Recovery Dividends) and any accrued but unpaid Series A Accruing Dividends thereon and any other accrued or declared and unpaid dividends on such share to which such holder is entitled (the aggregate amount payable pursuant to this clause (b) is hereinafter referred to as the “**Series A Preferred Liquidation Amount**”). If upon the occurrence of a Liquidation Event, the assets and funds of the Corporation legally available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series B Preferred Stock and the holders of shares of Series A Preferred Stock the full amount to which such holders shall be entitled under this Subsection 2.1, (i) all holders of shares of Series B Preferred Stock taken together (on the one hand) and all holders of shares of Series A Preferred Stock taken together (on the other hand) shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable to all holders of shares of Series B Preferred Stock in respect of the shares of Series B Preferred Stock held by them taken together upon such distribution (on the one hand) and all holders of shares of Series A Preferred Stock in respect of the shares of Series A Preferred Stock held by them taken together upon such distribution (on

the other hand) if all amounts payable on or with respect to such shares of Series B Preferred Stock and such shares of Series A Preferred Stock were paid in full, (ii) the holders of shares of Series B Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares of Series B Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares of Series B Preferred Stock were paid in full and (iii) the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares of Series A Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares of Series A Preferred Stock were paid in full.

2.2 Other Distributions. In the event of any Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock pursuant to Subsection 2.1, the remaining assets and funds of the Corporation available for distribution to its stockholders, if any, shall be distributed among the holders of shares of Common Stock, Series B Preferred Stock and Series A Preferred Stock, pro rata based on the number of shares held by each such holder on an as-if converted to Common Stock basis (it being understood, for the avoidance of doubt, that the distributions pursuant to this Subsection 2.2 shall be paid with respect to the outstanding shares of Series B Preferred Stock and the outstanding shares of Series A Preferred Stock simultaneously and pari passu with one another (on an as-if-converted to Common Stock basis (subject to anti-dilution adjustments)), without distinction as to series of Preferred Stock).

2.3 Liquidation Events.

2.3.1 Generally. Unless otherwise determined by the holders of at least sixty six and two-thirds percent (66 2/3%) of the then outstanding shares of Series B Preferred Stock (the "**Requisite B Holders**"), a "**Liquidation Event**" shall consist of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and shall be deemed to be occasioned by, and to include, each of the following:

- (a) a merger or consolidation or any other corporate reorganization in which
 - (i) the Corporation is a constituent party or
 - (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger, consolidation or reorganization,

except any such merger, consolidation or reorganization involving the Corporation or a subsidiary in which the shares of voting capital stock of the Corporation outstanding immediately prior to such merger, consolidation or reorganization continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger, consolidation or reorganization, at least a majority (on an as-converted to Common Stock basis) of the voting capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger, consolidation or reorganization, the parent corporation of such surviving or resulting corporation;

- (b) a sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of (or substantially all the material intellectual property of) the Corporation and its subsidiaries taken as a whole (except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation);

(c) a sale or disposition (whether by merger or other transfer by operation of law or otherwise) of one or more subsidiaries of the Corporation if the assets of such subsidiaries represent the source of a majority of the revenue of the Corporation and its subsidiaries taken as a whole or if such subsidiaries hold a majority of the key operating assets or a majority of the material intellectual property (in each case, as determined by fair market value) of the Corporation and its subsidiaries taken as a whole (except where such sale or disposition is to a wholly owned subsidiary of the Corporation);

(d) a transfer by the stockholders of the Corporation (in one or a series of related transactions) to one person or group of related persons of shares constituting not less than a majority of the outstanding voting capital stock of the Corporation; and

(e) a loss of substantially all of the Corporation's property by theft, destruction, casualty, failure of title or otherwise and the determination by the Board of Directors not to continue its operations and instead to distribute the proceeds of any insurance payments or other recoveries (each of the transactions described in clauses (a) through (e) of this Subsection 2.3.1, a "**Change of Control Transaction**").

2.3.2 Amount Deemed Paid or Distributed. If any of the assets of the Corporation are to be distributed under Section 2 in a form other than cash, the fair market value of such assets shall be determined in good faith by the Board of Directors; provided, that the Board of Directors shall value securities as follows:

(a) Securities not subject to investment letter or other similar restrictions on free marketability covered by Subsection 2.3.2(b) hereof:

(i) If traded on a securities exchange or through the Nasdaq Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30) day period ending three (3) days prior to the closing;

(ii) 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 thirty (30) day period ending three (3) days prior to the closing; and

(iii) 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, including the director elected or appointed by JCDP-2 LLC, a Delaware limited liability company ("**Jump**"), or by any affiliate of Jump, pursuant to the provisions of any stockholders agreement of the Corporation (the "**Jump Director**").

(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 stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in clause (i), clause (ii) or clause (iii) of Subsection 2.3.2(a) above to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors, including the Jump Director.

2.3.3 Notice of Transaction. The Corporation shall give each holder of record of Preferred Stock written notice of the transaction which, if effected, will constitute a Liquidation Event or a Change of Control Transaction not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first notice shall describe the material terms and conditions of the pending transaction and the provisions of Subsection 2.3.2 hereof. The Corporation shall thereafter give such holders prompt written notice of any material changes in the terms of the pending transaction. The transaction shall in no event take place sooner than

twenty (20) days after the Corporation has given the first notice or sooner than ten (10) days after the Corporation has given written notice of any material changes in the terms of such transaction. In the event the requirements of this Subsection 2.3.3 are not complied with, the Corporation shall promptly either:

(a) cause such closing to be postponed until such time as the requirements of this Subsection 2.3.3 have been complied with; or

(b) cancel such transaction, in which event the rights, preferences and privileges of the Preferred Stock shall continue in effect in accordance with the terms of this Certificate.

2.3.4 Allocation of Escrow. In the event of a Liquidation Event, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Corporation in accordance with Section 2 as if the Initial Consideration were the only consideration payable in connection with such deemed Liquidation Event and (b) any additional consideration that becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Section 2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

3. Voting. Except as required by law or as may otherwise be provided by the other provisions of this Certificate, on any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), including the election of directors, each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as required by law or as may otherwise be provided by the other provisions of this Certificate, the holders of Preferred Stock shall vote together with the holders of Common Stock as a single class. Notwithstanding any provision to the contrary in this Certificate, each holder of Preferred Stock shall be entitled to notice of any meeting of stockholders of the Corporation and to be presented with any written consent of stockholders in lieu of a meeting which the Company seeks to be executed by stockholders of the Corporation, in each case, as if such holder of Preferred Stock were a holder of Common Stock.

4. Optional Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Subject to Section 5, each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the respective Original Issue Price of such share of Preferred Stock by the respective Conversion Price (as defined below) in effect for such series of Preferred Stock at the time of conversion. The conversion price of the Series A Preferred Stock and the conversion price of the Series B Preferred Stock, as applicable (the “**Conversion Price**”), shall initially be the Original Issue Price for such series. Such initial respective Conversion Prices, and the respective rates at which shares of Series A Preferred Stock and shares of Series B Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided in this Section 4.

4.1.2 Termination of Conversion Rights. In the event of a Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which a holder would otherwise be entitled, the Corporation shall pay such holder cash in an amount (calculated to the nearest cent) equal to such fraction multiplied by the fair market value of one share of Common Stock as determined in good faith by the Board of Directors. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. Except as provided in Subsection 5.2, in order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form and substance satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. Except as provided in Subsection 5.2, the close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended (the "Securities Act"), that is not a Qualified A Public Offering or Qualified B Public Offering, as applicable, the conversion may at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriter of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of the sale of securities. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Preferred Stock to be converted, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, and (ii) pay in cash to such holder of Preferred Stock to be converted, or to his, her or its nominees, such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion.

4.3.2 Reservation of Shares. The Corporation shall at all times when shares of Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of

effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of 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 the Preferred Stock, the Corporation shall take and facilitate such corporate action as may 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, requesting requisite stockholder approval of any necessary amendment to this Certificate. Before taking any action which would cause an adjustment reducing either respective Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Preferred Stock, the Corporation will take any corporate action which the Board of Directors determines, in consultation with counsel, may be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted respective Conversion Price.

4.3.3 Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in cash in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment in cash of any accrued but unpaid Series A Accruing Dividends thereon or any accrued but unpaid Series B Accruing Dividends thereon (as applicable) and any other dividends accrued or declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of capital stock of the Corporation, and notwithstanding any provision to the contrary in this Certificate, the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

4.3.4 No Further Adjustment or Payments. Upon and after any such conversion, no dividend shall accrue or be declared or paid upon and no adjustment to the respective Conversion Price shall be made for any reason upon the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Conversion Price for Diluting Issuances.

4.4.1 Special Definitions. For purposes of this Subsection 4.4, the following definitions shall apply:

(a) “**Option**” shall mean any right, option or warrant to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) “**Convertible Securities**” shall mean any evidence of indebtedness, shares (other than Common Stock) or other securities directly or indirectly convertible into, or exercisable or exchangeable for, Common Stock.

(c) **“Additional Shares of Common Stock”** shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the first date shares of Series B Preferred Stock are issued and outstanding (the **“Original Series B Issue Date”**), other than shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation (each of the following collectively, the **“Excluded Securities”**):

(i) upon the conversion of shares of Preferred Stock or as a dividend or other distribution on Preferred Stock;

(ii) as consideration for an acquisition approved by the Board of Directors, including the Jump Director, of another business enterprise by merger, consolidation, purchase of substantially all of the assets or equity securities or other reorganization;

(iii) to employees, officers or directors of, or consultants or advisors to, the Corporation pursuant to any equity compensation plan or arrangement approved by the Board of Directors in an aggregate amount of not more than 2,500,000 shares (subject to adjustment for any stock splits, stock dividends, reverse stock splits, stock combinations and other similar capitalization changes and without duplication of any securities issued or issuable pursuant to Subsection 4.4.1(c)(vi) below), or such greater number as shall be approved by the Board of Directors, including the Jump Director;

(iv) pursuant to a Qualified A Public Offering or a Qualified B Public Offering;

(v) as consideration for acquisitions, strategic vendor, leasing or lending transactions approved by the Board of Directors, including the Jump Director;

(vi) upon the conversion, exercise or exchange of all other Options and Convertible Securities outstanding on the Original Series B Issue Date;

(vii) with respect to any issuance (or deemed issuance, pursuant to Subsection 4.4.3 hereof) of Common Stock by the Corporation, upon receipt by the Corporation of a written waiver from the holders of at least a majority of the Series B Preferred Stock of the right, pursuant to Subsection 4.4.4 hereof, to an adjustment of the Series B Preferred Stock Conversion Price, or

(viii) in a transaction described in Subsection 4.5, Subsection 4.6, Subsection 4.7 or Subsection 4.8 below.

Furthermore, for the avoidance of doubt, **“Additional Shares of Common Stock”** shall not include any shares of Series B Preferred Stock issued pursuant to the Corporation’s Series B Preferred Stock Purchase Agreement dated as of October 25, 2013 (the **“Series B Preferred Stock Purchase Agreement”**).

4.4.2 No Adjustment of Preferred Conversion Price. No adjustment in the number of shares of Common Stock into which the Preferred Stock is convertible shall be made by adjustment in the applicable Conversion Price unless the consideration per share (determined pursuant to Subsection 4.4.5 below) for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the applicable Conversion Price in effect on the date of, and immediately prior to, the issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issuance of Additional Shares of Common Stock. If the Corporation at any time, or from time to time, after the Original Series B Issue Date shall issue any Options or Convertible Securities (other than Excluded Securities), then the maximum number of shares of Common Stock (as set forth in

the instrument relating thereto without regard to any provision contained therein designed to protect against dilution) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issuance, provided that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(a) except as provided in Subsection 4.4.3(b) below, no further adjustment in a Conversion Price shall be made upon the subsequent issuance of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(b) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof, the Conversion Price computed upon the original issuance thereof, and any subsequent adjustment based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(c) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the applicable Conversion Price computed upon the original issuance thereof, and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if,

(i) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common Stock issued were the shares of Common Stock, if any, that were actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issuance of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issuance of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(ii) in the case of Options for Convertible Securities, only the Convertible Securities, if any, that were actually issued upon the exercise thereof were issued at the time of issuance of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issuance of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation upon the issuance of the Convertible Securities with respect to which such Options were actually exercised;

(d) no readjustment pursuant to Subsection 4.4.3(b) or Subsection 4.4.3(c) above shall have the effect of increasing a Conversion Price to an amount which exceeds the lower of (i) the Conversion Price immediately preceding the adjustment on the original adjustment date, or (ii) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date;

(e) in the case of any Options which expire by their terms not more than ninety (90) days after the date of issuance thereof or in the case of any Option or Convertible Securities with respect to which the maximum number of shares of Common Stock issuable upon exercise or conversion or exchange thereof is not determinable, no adjustments of a Conversion Price shall be made until the expiration or exercise of all such Options issued on the same date, whereupon such adjustment shall be

made in the manner provided in Subsection 4.4.3(c) above, or until such number becomes determinable, as applicable; and

(f) in the event of any change in the number of shares of Common Stock deliverable, in the consideration payable to the Corporation upon exercise of such Options or Convertible Securities or in the conversion rate, including, without limitation, any changes under or by reason of provisions designed to protect against dilution, each Conversion Price in effect at the time of such event shall be readjusted to a Conversion Price which would have been in effect at such time had such Options or Convertible Securities to the extent then outstanding provided for such changed number of shares, consideration or conversion rate, as the case may be, at the time initially granted, issued or sold; provided that 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 Convertible Securities; provided further no readjustment pursuant to this Subsection 4.4 shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price immediately preceding the adjustment on the original adjustment date, or (ii) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

4.4.4 Adjustment of Conversion Price upon Issuance of Additional Shares of Common Stock. Subject to the provisions of Subsection 4.4.2 above, in the event the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than a Conversion Price in effect on the date of and immediately prior to such issuance then and in such event such Conversion Price shall be reduced, concurrently with such issuance, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, (a) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Conversion Price, and (b) the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of such Additional Shares of Common Stock so issued; provided that for the purposes of this Subsection 4.4.4, all shares of Common Stock, issuable upon exercise, conversion or exchange of outstanding Options or Convertible Securities, as the case may be, including, without limitation, the Preferred Stock, shall be deemed to be outstanding, and immediately after any Additional Shares of Common Stock shall be deemed issued pursuant to Subsection 4.4.3 above, such Additional Shares of Common Stock shall be deemed to be outstanding. Notwithstanding the foregoing, a Conversion Price shall not be so reduced at such time if the amount of such reduction would be an amount less than \$0.001, but any such amount shall be carried forward and reduction with respect thereto made at the time of and together with any subsequent reduction which, together with such amount and any other amount or amounts so carried forward, shall aggregate \$0.001 or more.

4.4.5 Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issuance of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property. Such consideration shall:

(i) insofar as it consists of cash, be the amount of cash received by the Corporation after deducting any underwriting or similar concessions, commissions or compensation paid or allowed by the Corporation, excluding amounts paid or payable for accrued interest or accrued dividends;

(ii) insofar as it consists of property other than cash, be the fair market value thereof at the time of such issuance, as determined in good faith by the Board of Directors; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (I) and (II) above, as determined in good faith by the Board of Directors.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3 above, relating to Options and Convertible Securities, shall be determined by dividing:

(i) the total amount, if any, received or receivable by the Corporation as consideration for the issuance of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time, or from time to time, after the Original Series B Issue Date effect a subdivision of the outstanding Common Stock and no equivalent subdivision is made with respect to the Series A Preferred Stock or the Series B Preferred Stock, the Conversion Price then in effect with respect to the Series A Preferred Stock or the Series B Preferred Stock (as applicable) immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock or Series B Preferred Stock (as applicable) shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time, or from time to time, after the Original Series B Issue Date combine the outstanding shares of Common Stock and no equivalent combination is made with respect to the Series A Preferred Stock or the Series B Preferred Stock, the Conversion Price then in effect with respect to the Series A Preferred Stock or the Series B Preferred Stock (as applicable) immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock or Series B Preferred Stock (as applicable) shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Subsection 4.5 shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Common Stock Dividends and Distributions. In the event the Corporation at any time, or from time to time, after the Original Series B Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price then in effect with respect to the Series A Preferred Stock or the Series B Preferred Stock (as applicable) immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Conversion Price then in effect by a fraction: (1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock

issuable in payment of such dividend or distribution. Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the respective Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the respective Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of the Series A Preferred Stock or the Series B Preferred Stock (as applicable) simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series A Preferred Stock or of Series B Preferred Stock (as applicable) had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event that the Corporation at any time, or from time to time, after the Original Series B Issue Date shall make or issue a dividend or other distribution payable in property or securities of the Corporation other than shares of Common Stock, and no equivalent dividend or other distribution is declared or issued on the Preferred Stock, then, and in each such event, provision shall be made so that the holders of the Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the amount of property or securities of the Corporation that they would have received had such Preferred Stock been converted into Common Stock immediately preceding the record date for the determination of stockholders entitled to receive such dividend or other distribution.

4.8 Adjustment for Recapitalization, Reclassification, Exchange or Substitution. If the Common Stock shall be changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, exchange, substitution or other similar event (other than pursuant to Subsection 4.5, Subsection 4.6 and Subsection 4.7 above or a Change of Control Transaction), and no equivalent change is made with respect to the Series A Preferred Stock or the Series B Preferred Stock, each holder of such series of Preferred Stock shall thereafter receive upon conversion of such Preferred Stock, in lieu of the number of shares of Common Stock which such holder would otherwise have been entitled to receive, the number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of the shares of the Preferred Stock held by such holder thereof would have been entitled to receive upon such recapitalization, reclassification, exchange, substitution or other similar event.

4.9 No Impairment. The Corporation will not, by amendment of this Certificate or through any reorganization, transfer of assets, consolidation, merger, dissolution, issuance 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 Section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights and the rights under Section 5 against impairment.

4.10 Certificate as to Adjustments. After the occurrence of each adjustment or readjustment of any 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 furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in reasonable 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 A Preferred Stock or Series B Preferred Stock, furnish or cause to be furnished to such holder a similar certificate setting forth (a) such adjustments, (b) the applicable Conversion Price then in effect, and (c) the number of shares of Common Stock and the amount, if any, of any other property which would then be received upon the conversion of such Series A Preferred Stock or Series B Preferred Stock.

4.11 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, the Corporation shall mail to each holder of 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 or distribution.

4.12 Notices. All notices under this Certificate shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the person to be notified; (b) when sent by confirmed facsimile or return receipt e-mail if sent during normal business hours of the recipient, if not, then on the next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) the next business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the holder at its address, facsimile number and/or e-mail address appearing on the books of the Corporation.

5. Mandatory Conversion.

5.1 Trigger Events.

5.1.1 Automatic Conversion for Series A Preferred Stock. All shares of Series A Preferred Stock shall automatically be converted into shares of fully-paid and non-assessable Common Stock, at the then effective applicable Conversion Price (and such shares may not be reissued by the Corporation), upon the earlier to occur of: (a) the vote or consent in writing of holders of at least a majority of the then outstanding shares of Series A Preferred Stock that all of the Series A Preferred Stock shall be converted into shares of Common Stock, or (b) upon the closing of the sale of shares of Common Stock in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), in which (i) the public offering price per share is at least three (3) times the Series A Original Issue Price, and (ii) the gross cash proceeds to the Corporation (before deduction of underwriting discount, commissions and expenses of sale) are at least \$20,000,000 (a "**Qualified A Public Offering**").

5.1.2 Automatic Conversion for Series B Preferred Stock. All shares of Series B Preferred Stock shall automatically be converted into shares of fully-paid and non-assessable Common Stock, at the then effective applicable Conversion Price (and such shares may not be reissued by the Corporation), upon the earlier to occur of: (a) the vote or consent in writing of the Requisite B Holders that all of the Series B Preferred Stock shall be converted into shares of Common Stock, or (b) upon the closing of the sale of shares of Common Stock in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act in which (i) the public offering price per share is at least three (3) times the Series B Original Issue Price, and (ii) the gross cash proceeds to the Corporation (before deduction of underwriting discount, commissions and expenses of sale) are at least \$20,000,000 (a "**Qualified B Public Offering**").

5.2 Procedural Requirements. In the event of a conversion pursuant to Subsection 5.1.1 or Subsection 5.1.2 above, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent. Such automatic conversion shall be deemed to have been made on the effective date of the applicable vote or written consent (in the case of a conversion pursuant to Subsection 5.1.1(a) or Subsection 5.1.2(a)) or immediately prior to the first closing of the applicable Qualified A Public Offering or Qualified B Public Offering (in the case of a conversion pursuant to Subsection 5.1.1(b) or Subsection 5.1.2(b)), 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 on such date which date shall be the

“Automatic Conversion Date.” All holders of record of shares of Series A Preferred Stock or Series B Preferred Stock, as applicable, shall be sent written notice of the Automatic Conversion Date and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Automatic Conversion Date. Upon receipt of such notice, each holder of shares of Series A Preferred Stock or Series B Preferred Stock, as applicable, shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form and substance satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Automatic Conversion Date (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Automatic Conversion Date and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, or instruct its transfer agent to so issue and deliver, (a) a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with (b) cash as provided in Subsection 4.2 above in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and payment in cash of any accrued but unpaid Series A Accruing Dividends thereon or any accrued but unpaid Series B Accruing Dividends thereon (as applicable) and any other dividends accrued or declared but unpaid on such Preferred Stock. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of capital stock of the Corporation, and notwithstanding any provision to the contrary in this Certificate, the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

6. Protective Provisions.

6.1 **Major Decisions.** Without the prior written consent or affirmative vote of the holders of at least sixty six and two-thirds percent (66 2/3%) of the then outstanding shares of Series B Preferred Stock, the Corporation shall not, and the Corporation shall not authorize or permit any Subsidiary of the Corporation (as defined below) to, take any of the following actions (whether directly or indirectly and whether by amendment to this Certificate or the bylaws of the Corporation (the “Bylaws”), by merger, consolidation, operation of law or otherwise):

6.1.1 Adopt, amend, alter or repeal in any respect the Certificate, the Bylaws or any other organizational document of the Corporation or any certificate of incorporation, bylaws, limited liability company agreement, partnership agreement or any other organizational document of any Subsidiary of the Corporation;

6.1.2 Declare or pay any dividend or other distribution;

6.1.3 Increase or decrease (other than by conversion or redemption pursuant to the terms of this Certificate) the total number of authorized shares of Common Stock or Preferred Stock or the total number of authorized shares of Series A Preferred Stock or Series B Preferred Stock;

6.1.4 Create, authorize, issue, sell or otherwise transfer, or obligate itself to create, authorize, issue, sell or otherwise transfer, or permit to exist, any capital stock or any other securities (including, without limitation, any options or convertible securities), or enter into or amend any agreement providing for the purchase and sale of any capital stock or any other securities (including, without limitation, any options or convertible securities), other than a Board-approved issuance of equity incentive awards of the Corporation pursuant to the provisions of an equity incentive plan of the Corporation that has been approved by the Board of Directors (and, to the extent required under Subsection 6.1.5, by written consent or affirmative vote of the holders of at least sixty six and two-thirds percent (66 2/3%) of the then outstanding shares of Series B Preferred Stock);

6.1.5 Adopt or amend any stock option plan or arrangement or other equity incentive plan or arrangement or other equity-based incentive plan or arrangement (including, without limitation, any phantom equity plan or any equity appreciation rights plan) to the extent such adoption or amendment would (a) cause the aggregate number of shares of capital stock of the Corporation issued or issuable under such plan (including pursuant to equity awards that are already issued at the time of such adoption or amendment) to exceed twenty percent (20%) of the number of shares of Common Stock of the Corporation on a fully diluted, as-converted basis, (b) change any material terms of the equity incentive plan in place immediately prior to such adoption or amendment (including, without limitation, provisions relating to the vesting or cancellation of equity incentive awards, the treatment of equity incentives upon the termination of employment of any officer or employee of the Corporation or the termination of engagement of any consultant or contractor of the Corporation, the treatment of equity incentives upon any Liquidation Event, any Change of Control Transaction or any similar transaction or the forfeiture or repurchase of any equity incentive awards to or by the Corporation), (c) authorize the issuance of any equity incentive other than options to purchase shares of Common Stock or (d) pertain in any respect to equity incentives or securities of any Subsidiary of the Corporation;

6.1.6 Redeem, purchase, or otherwise acquire (or pay into or set aside for a sinking fund for such purpose), directly or indirectly, any shares of capital stock or any other equity interests in the Corporation or any Subsidiary of the Corporation, other than any redemption that is expressly provided for in this Certificate; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from officers, employees or consultants of the Corporation repurchased pursuant to equity incentive plans or agreements or employment agreements under which the Corporation has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment, provided that both the entry into such agreement and the repurchase pursuant to such agreement have been approved by the Board of Directors;

6.1.7 Establish or form any Subsidiary of the Corporation;

6.1.8 Change the authorized number of directors on the Board of Directors or the authorized number of directors or managers on any board or similar body of any Subsidiary of the Corporation;

6.1.9 Authorize or effect any Liquidation Event or any Change of Control Transaction;

6.1.10 Materially change any line of business, enter any new line of business, exit any current line of business, acquire any line of business or dispose of any line of business;

6.1.11 Borrow money (including capitalized lease obligations) in an amount exceeding \$100,000 or guaranty any indebtedness of any other Person;

6.1.12 Sell, assign, license, pledge or encumber material technology or intellectual property of the Corporation or any Subsidiary of the Corporation (other than non-exclusive licenses granted in the ordinary course of business of the Corporation);

6.1.13 Acquire or lease any assets in excess of \$100,000 in any fiscal year or acquire or lease any assets outside of the ordinary course of business of the Corporation or any Subsidiary of the Corporation;

6.1.14 Make any tax election or settle any tax audit, in each case, which affects the tax liability of any holder of shares of Series B Preferred Stock;

6.1.15 Enter into any transaction that constitutes or results in a conflict of interest for any director, manager or officer of the Corporation or any Subsidiary of the Corporation;

6.1.16 Enter into any material transaction with any holder of equity interests in the Corporation or any Affiliate, officer, director, manager, stockholder, member, partner, spouse or descendant of any such holder (other than employment arrangements in the ordinary course of business);

6.1.17 Enter into, amend (including, without limitation, any change in salary, bonus, equity incentives, deferred compensation or other compensation and any change in benefits) or terminate any employment agreement or any other transaction with any key officer or key employee of the Corporation or of any Subsidiary of the Corporation (including, without limitation, those individuals identified in Section 2.13 of the Stockholders Agreement or any comparable provision in any amended or modified version of the Stockholders Agreement);

6.1.18 Retain or terminate any investment banker or any broker to prepare for, discuss or negotiate a sale or other liquidity event (including, without limitation, any Liquidation Event or any Change of Control Transaction) of the Corporation or any Subsidiary of the Corporation; or

6.1.19 Retain or terminate any independent accounting firm to audit or review the financial statements of the Corporation or any Subsidiary of the Corporation.

6.2 For purposes of this Certificate, the following definitions shall apply:

6.2.1 **"Affiliate"** shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person. Notwithstanding the foregoing, and also without limiting the generality of the foregoing, any Person owning ten percent (10%) or more of the voting securities of another Person, who is a director or member of a governing board of another Person or an executive officer of another Person, who directly or indirectly has the right to designate or appoint any such director or member or who is a general partner or managing member or the like of another Person, shall be deemed to be an "Affiliate" of such other Person (including, without limitation, the Corporation). Affiliates of a stockholder of the Corporation who is a natural person shall include such stockholder's spouse, ancestors and descendants (and spouses of descendants).

6.2.2 **"Closing Date"** shall mean the date on which the closing under the Series B Preferred Stock Purchase Agreement occurs.

6.2.3 **"Control"** (and the correlative terms, Controlled and Controlling) means the power, direct or indirect, to direct or cause the direction of the management and policies of a Person through voting securities, contract or otherwise.

6.2.4 “**Person**” shall mean an individual, a partnership, a corporation, a limited liability company or limited partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or the United States of America or any other nation, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

6.2.5 “**Stockholders Agreement**” shall mean the Stockholders Agreement, dated as of the Closing Date, by and among the Corporation and certain stockholders of the Corporation.

6.2.6 “**Subsidiary**” shall mean, with respect to any Person, any corporation, limited liability company, partnership, association, or other entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association, or other entity (other than a corporation), a majority of limited liability company or partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such an entity (other than a corporation) if such Person or Persons shall be allocated a majority of such entity’s gains or losses or shall be or control, or have the right to appoint, as the case may be, the managing director, manager, board of advisors, a general partner or other governing body of such entity (other than a corporation) by means of ownership interest, agreement or otherwise; and the term “Subsidiary” shall include all Subsidiaries of such Subsidiary.

7. Redemption.

7.1 Generally.

7.1.1 Redemption of Series B Preferred Stock. At any time and from time to time after October 25, 2018, upon the written request of the holders of at least sixty six and two-thirds percent (66 2/3%) of the then outstanding shares of Series B Preferred Stock to the Corporation (the “**Series B Redemption Request**”; the date on which the Corporation receives any such Series B Redemption Request, the “**Redemption Date**”), the shares of Series B Preferred Stock covered by such Series B Redemption Request (the “**Series B Covered Shares**”) shall be redeemable by the Corporation out of funds lawfully available therefor at a price equal to the Series B Original Issue Price of such shares (minus any previous Series B Capital Recovery Dividends with respect to such shares) plus any accrued but unpaid Series B Accruing Dividends thereon and any other dividends accrued or declared but unpaid thereon (the “**Series B Redemption Price**”). Subject to the provisions of this Section 7, the Corporation shall pay the Series B Redemption Price for the Series B Covered Shares as follows: (a) one half (1/2) of the price shall be paid in cash on the date that is six (6) months following the Redemption Date (the “**First Payment Date**”) and (b) one half (1/2) of the price shall be paid in cash on the date that is eighteen (18) months following the Redemption Date (the “**Second Payment Date**”). Each of the First Payment Date and the Second Payment Date is sometimes referred to herein as a “**Payment Date**”.

7.1.2 Redemption of Series A Preferred Stock. Not less than ten (10) business days following any Redemption Date, the Corporation shall give all holders of Series A Preferred Stock written notice of the Series B Redemption Request. Such written notice shall state (a) the number of Series B Covered Shares and (b) the Series B Redemption Price, the First Payment Date and the Second Payment Date. Unless, within twenty (20) business days after receiving from the Corporation such notice of the Series B Redemption Request, the holders of at least a majority of the outstanding shares of Series A Preferred Stock, voting as a class, deliver to the Corporation a notice that no shares of Series A Preferred Stock will

be redeemed (the “**Series A Non-Redemption Notice**”), the Corporation shall redeem a number of shares of Series A Preferred Stock (such shares, the “**Series A Covered Shares**”) equal to the lesser of (i) (A) the number of shares of Series A Preferred Stock outstanding as of the Original Series B Issue Date multiplied by (B) a fraction, (1) the numerator of which is the number of Series B Covered Shares and (2) the denominator of which is the number of shares of Series B Preferred Stock outstanding as of the Original Series B Issue Date and (ii) the number of shares of Series A Preferred Stock requested for redemption in the Series A Non-Redemption Notice. The Series A Covered Shares shall be redeemable by the Corporation out of funds lawfully available therefor at a price equal to the Series A Original Issue Price of such shares (minus any previous Series A Capital Recovery Dividends with respect to such shares) plus any accrued but unpaid Series A Accruing Dividends thereon and any other dividends accrued or declared but unpaid thereon (the “**Series A Redemption Price**”). Subject to the provisions of this Section 7, the Corporation shall pay the Series A Redemption Price for the Series A Covered Shares as follows: (A) one half (1/2) of the price shall be paid in cash on the First Payment Date and (B) one half (1/2) of the price shall be paid in cash on the Second Payment Date. Notwithstanding any provision to the contrary in this Certificate, and for the avoidance of doubt, (x) the Corporation shall not be required to redeem any shares of Series A Preferred Stock in any circumstances other than as expressly provided in this Subsection 7.1.2, and (y) without limiting the generality of clause (x), the delivery of a request by one or more holders of shares of Series A Preferred Stock to the Corporation that the Corporation redeem shares of Series A Preferred Stock, by itself, shall not cause the Corporation to be required or permitted to redeem any shares of Series A Preferred Stock.

7.2 Redemption Notice. Not less than fifty (50) business days following any Redemption Date, the Corporation shall give each holder of Preferred Stock written notice of the redemption (the “**Redemption Notice**”). Each Redemption Notice shall state:

7.2.1 the number of shares of Series A Preferred Stock and the number of shares of Series B Preferred Stock held by the holder that the Corporation shall redeem on the First Payment Date and on the Second Payment Date;

7.2.2 the Series A Redemption Price, the Series B Redemption Price, the First Payment Date and the Second Payment Date; and

7.2.3 that each holder of shares of Series A Preferred Stock and each holder of shares of Series B Preferred Stock is to surrender to the Corporation, in the manner and at the place designated, such holder’s certificate or certificates representing the shares of Series A Preferred Stock to be redeemed or the shares of Series B Preferred Stock to be redeemed (as applicable).

7.3 Redemption Mechanics. On each Payment Date relating to any Series B Redemption Request, (a) the Corporation shall redeem from the holders of shares of Series B Preferred Stock, on a pro rata basis in accordance with the number of shares of Series B Preferred Stock owned by each such holder, one-half (1/2) of the Series B Covered Shares and (b) the Corporation shall redeem from the holders of shares of Series A Preferred Stock, on a pro rata basis in accordance with the number of shares of Series A Preferred Stock owned by each such holder, one-half (1/2) of the Series A Covered Shares (if any). If the Corporation does not have sufficient funds legally available to redeem on either Payment Date all of the shares of Series B Preferred Stock and all of the shares of Series A Preferred Stock that the Corporation is obligated to so redeem on such Payment Date under the terms of this Section 7, then, without limiting any obligations of the Company or any rights of any holder of Series B Preferred Stock or any holder of Series A Preferred Stock, (i) the Corporation shall, on such Payment Date, redeem a pro rata portion of each holder’s redeemable shares of Series B Preferred Stock and redeemable shares of Series A Preferred Stock out of funds legally available therefor, based on the respective amounts that would otherwise be payable to each such holder in respect of such shares to be redeemed on such Payment Date if the legally

available funds were sufficient to redeem all such shares on such Payment Date, and (ii) thereafter the Corporation shall use commercially reasonable efforts to secure legally available funds for such a redemption, and when any such additional funds of the Corporation become legally available from time to time for the redemption of shares of Series B Preferred Stock and shares of Series A Preferred Stock, such funds shall immediately be used by the Corporation to (on the same pro rata basis described in clause (i) of this sentence) redeem from each such holder the remaining shares to have been redeemed on such Payment Date until all such shares have been redeemed.

7.4 Surrender of Certificates; Payment. On or before each Payment Date relating to any Series B Redemption Request, each holder of shares of Preferred Stock to be redeemed on such Payment Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice relating to such Series B Redemption Request, and thereupon the Series B Redemption Price or the Series A Redemption Price, as applicable, for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Preferred Stock shall promptly be issued to such holder.

7.5 Rights Subsequent to and Before Redemption.

7.5.1 If, on the applicable Payment Date relating to any Series B Redemption Request, the Series B Redemption Price payable on such date for the redemption of the Series B Covered Shares to be redeemed on such date and the Series A Redemption Price payable on such date for the redemption of the Series A Covered Shares to be redeemed on such date are paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of Series B Covered Shares to be so redeemed or the certificates evidencing any of the Series A Covered Shares to be so redeemed shall not have been surrendered, dividends with respect to such Series B Covered Shares and such Series A Covered Shares shall cease to accrue after such Payment Date and all rights with respect to such shares shall forthwith after such Payment Date terminate, except only the right of the holders to receive the Series B Redemption Price or the Series A Redemption Price (as applicable) without interest upon surrender of their certificate or certificates therefor, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

7.5.2 Notwithstanding any provision to the contrary in this Certificate, and for the avoidance of doubt, the following provisions shall apply:

(a) Until such time as the Corporation pays in cash the entire Series B Redemption Price for any Series B Covered Share or the entire Series A Redemption Price for any Series A Covered Share (as applicable), such Series B Covered Share or such Series A Covered Share (as applicable) shall remain outstanding and shall be entitled to all the rights and preferences of the Series B Preferred Stock or the Series A Preferred Stock (as applicable) under this Certificate and each other applicable agreement and document and under law.

(b) If, at any time before the Corporation pays in cash the entire Series B Redemption Price for any Series B Covered Share or the entire Series A Redemption Price for any Series A Covered Share (as applicable) (including, without limitation, any time before either Payment Date), there is executed or

consummated an agreement providing for a transaction in which the consideration payable to the shares of Series B Preferred Stock or the shares of Series A Preferred Stock (as applicable) is greater than the Series B Redemption Price or the Series A Redemption Price (as applicable) (any such transaction, an “**Alternative Transaction**”), then the holder of such Series B Covered Share or such Series A Covered Share (as applicable) shall be entitled in its sole discretion individually to rescind the redemption of such share and instead to elect for such Series B Covered Share or such Series A Covered Share (as applicable) to participate in such Alternative Transaction.

(c) If the Corporation is not legally permitted to redeem all of the Series B Covered Shares required to be so redeemed on either Payment Date under the terms of this Section 7, the holders of at least sixty six and two-thirds percent (66 2/3%) of the then outstanding shares of Series B Preferred Stock shall be entitled, by delivery of written notice to the Corporation, to either (x) rescind the Series B Redemption Request in its entirety or (y) rescind the Series B Redemption Request in respect of the Series B Covered Shares that the Corporation is not legally permitted to redeem, and in either of which cases the right to deliver a Series B Redemption Request shall continue as to any such Series B Covered Shares not redeemed.

(d) If the Corporation is not legally permitted to redeem all of the Series A Covered Shares required to be so redeemed on either Payment Date under the terms of this Section 7, the holders of at least a majority of the then outstanding shares of Series A Preferred Stock shall be entitled, by delivery of written notice to the Corporation, to either (x) waive in its entirety the Corporation’s obligation to redeem the Series A Covered Shares or (y) waive the Corporation’s obligation to redeem those Series A Covered Shares that the Corporation is not legally permitted to redeem.

7.6 Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its Subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its Subsidiaries may exercise any voting or other rights granted to the holders of shares of Preferred Stock following redemption or other acquisition by the Corporation of such shares of Preferred Stock.

8. Events of Noncompliance.

8.1 Definition. An “**Event of Noncompliance**” shall have occurred if:

8.1.1 the Corporation fails to pay any dividend or distribution that is accrued or declared with respect to any share of Series B Preferred Stock when such amounts are due and payable under the terms of this Certificate (irrespective of whether or not the payment of such dividend or distribution at such time is legally permissible or is prohibited by any agreement to which the Corporation is subject);

8.1.2 the Corporation fails to pay any portion of the Series B Redemption Price with respect to any shares of Series B Preferred Stock at the time that such amount is due and payable under the terms of this Certificate (irrespective of whether or not the payment of such amount at such time is legally permissible or is prohibited by any agreement to which the Corporation is subject);

8.1.3 the Corporation breaches in any material respect any representation, warranty or covenant in this Certificate, the Bylaws or any other organizational document of the Corporation, any stockholders agreement of the Corporation, the Series B Preferred Stock Purchase Agreement, or any other agreement between the Corporation (on the one hand) and Jump or any of its Affiliates (on the other hand), if (a) such breach would have a material adverse effect on Jump in relation to the shares of Series B Preferred Stock (and, with respect to any breach in any material respect of any such representation or warranty, such breach, taken together with all other uncured breaches, has had, or would reasonably be expected to

have, a material adverse effect on the Corporation as a whole, with material adverse effect being construed under Delaware law as interpreted by the Delaware courts in the context of a merger or acquisition transaction), and (b) if such breach is curable, such breach is not cured within thirty (30) days following notice by Jump of such breach;

8.1.4 the Board of Directors authorizes the taking of any action by the Corporation which requires the affirmative vote or written consent of Jump or the Jump Director or holders of at least sixty six and two-thirds percent (66 2/3%) of the then outstanding shares of Series B Preferred Stock, in each case, under the terms of this Certificate or the Bylaws or any other agreement of the Corporation (including, without limitation, any stockholders agreement) without having obtained such vote or consent (provided, however, if such action has not been taken in any respect, the Board of Directors shall be permitted to cure such Event of Noncompliance by revoking such authorization no later than ten (10) days following notice by Jump of such Event of Noncompliance);

8.1.5 bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings, or other proceedings for relief under any bankruptcy or similar laws or laws for the relief of debtors, are instituted by or against the Corporation; provided, however, that in the case of involuntary proceedings against the Corporation, the Corporation shall be permitted to cure such Event of Noncompliance by obtaining discharge of such involuntary proceedings within sixty (60) days of the commencement of such proceedings; or

8.1.6 a judgment in excess of the greater of (a) \$2,000,000 and (b) fifty percent (50%) of the Corporation's revenues for the then most recently ended fiscal year of the Corporation is rendered against the Corporation and, within sixty (60) days after entry thereof, such judgment is not discharged or execution thereof is not stayed pending appeal (or, as applicable, within sixty (60) days after the expiration of any such stay, such judgment is not discharged).

The foregoing shall constitute Events of Noncompliance whatever the reason or cause for any such Event of Noncompliance and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body and regardless of the effects of any subordination provisions.

8.2 Consequences of Events of Noncompliance.

8.2.1 If an Event of Noncompliance has occurred, unless otherwise determined by the holders of at least sixty six and two-thirds percent (66 2/3%) of the then outstanding shares of Series B Preferred Stock, until such time as no Event of Noncompliance exists, (a) the annual rate of the Series B Accruing Dividends shall increase automatically by an increment of 200 basis points on the date that is sixty (60) days following the date on which the Event of Noncompliance first occurred and (b) thereafter, the annual rate of the Series B Accruing Dividends shall increase automatically at the end of each succeeding sixty (60) day period by an additional increment of 200 basis points (but in no event shall the annual rate of the Series B Accruing Dividends exceed twelve percent (12%)). Any increase of the annual rate of the Series B Accruing Dividends resulting from the operation of this subparagraph shall terminate as of the close of business on the date on which no Event of Noncompliance exists, subject to subsequent increases pursuant to this paragraph.

8.2.2 If any Event of Noncompliance has occurred and is continuing, then, upon the receipt of written notice by the Corporation from the Requisite B Holders, the number of directors constituting the Board of Directors shall be increased (and the Requisite B Holders shall have the special right to elect or appoint one or more individuals to fill such newly created director position or positions, to fill any vacancy of any such director position or positions and to remove any individual elected to any such director position or

positions), all such that the directors elected or appointed by the Requisite B Holders to the Board of Directors shall constitute a majority of the director positions on the Board of Directors. The Requisite B Holders may exercise this right by delivery of written notice thereof to the Corporation. Such special right shall continue until such time as there is no longer any Event of Noncompliance in existence, at which time such special right shall terminate subject to revesting upon the occurrence and continuation of any subsequent Event of Noncompliance which gives rise to such special right hereunder. Any director so elected by the Requisite B Holders may, in the sole discretion of the Requisite B Holders, continue to serve as a director until the date on which there is no longer any Event of Noncompliance in existence, at which time the number of directors constituting the Board of Directors shall decrease to such number as constituted the whole Board immediately prior to the occurrence of the Event of Noncompliance giving rise to the special right to elect one or more directors. The provisions of this Subsection 8.2.2 shall supersede any conflicting provisions contained in the Bylaws.

8.2.3 If any Event of Noncompliance exists, each holder of shares of Series B Preferred Stock shall also have any other rights which such holder is entitled to under any contract or agreement at any time and any other rights which such holder may have pursuant to applicable law.

9. Waiver. Any of the rights, powers, preferences, privileges and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series A Preferred Stock then outstanding. Any of the rights, powers, preferences, privileges and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all holders of Series B Preferred Stock by the affirmative written consent or vote of the holders of at least sixty six and two-thirds percent (66 2/3%) of the shares of Series B Preferred Stock then outstanding.

10. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to the provisions of Article Fourth, Section C.6 of this Certificate, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power to adopt, amend or repeal the bylaws of the corporation.

SIXTH: The number of directors of the Corporation shall be determined in the manner set forth in the bylaws of the Corporation.

SEVENTH: Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the bylaws of the Corporation.

NINTH: To the fullest extent permitted by law, 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. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article NINTH to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be

eliminated or limited to the fullest extent permitted by the General Corporation Law or such other law of the State of Delaware, in each case, as so amended.

Any repeal or modification of the foregoing provisions of this Article NINTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by law, the Corporation (a) shall have no interest or expectancy in, or in being offered an opportunity to participate in, any Excluded Opportunity (as defined below), (b) renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity, and (c) waives any and all claims that such Excluded Opportunity constituted a corporate opportunity that belongs to or should have been presented to the Corporation.

An "Excluded Opportunity" is any corporate opportunity (i) with respect to any lines of business, business activity or business venture conducted by any Covered Person (as defined below), or (ii) that is presented to, received, originated, acquired, created or developed by, or otherwise comes into the possession of, any Covered Person.

"Covered Persons" means (A) any holder of Series B Preferred Stock, any member, partner, stockholder, manager, director, officer, employee, consultant or agent of any such holder or any member, partner, stockholder, manager, director, officer, employee, consultant or agent of any entity that manages any such holder (including, without limitation, any of the foregoing individuals who also is a director of the Corporation), other than any individual who is an officer or employee of the Corporation or any of its subsidiaries, and (B) without limiting the generality of clause (A), and irrespective of whether or not Jump or any of its affiliates holds any Preferred Stock, (1) Jump, (2) any Jump Director, (3) any affiliate of Jump or any Jump Director, and (4) any member, partner, stockholder, controlling person, manager, director, officer, employee, consultant, agent, representative or other associated person of Jump or any Jump Director or any of their respective affiliates; provided, however, for the avoidance of doubt, "Covered Persons" does not include the Company or any of its subsidiaries.

A. RIGHT TO INDEMNIFICATION OF CERTAIN PERSONS

1. Right to Indemnification of Officers and Directors. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such Indemnified Person, or a person for whom such Indemnified Person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including, without limitation, service with respect to employee benefit plans, against all liability and loss suffered and expenses (including, without limitation, attorneys' fees) reasonably incurred by such Indemnified Person in connection with such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Article Tenth, Section A.3 below, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including, without limitation, attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article TENTH or otherwise.

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

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including, without limitation, service with respect to employee benefit plans, against all liability and loss suffered and expenses (including, without limitation, attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing provisions of this Article Tenth, Section A.4, the Corporation shall not be required to indemnify a person in connection with a Proceeding (or part thereof) initiated by such person if the Proceeding (or part thereof) was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including, without limitation, attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article TENTH shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, this Certificate, the bylaws of the Corporation, any agreement, any vote of stockholders or disinterested directors or otherwise.

B. INSURANCE

The Board of Directors may, to the fullest extent permitted by applicable law as it presently exists, or as it may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers, employees and agents under the provisions of this Article TENTH, and (b) to indemnify or insure directors, officers, employees and agents of the Corporation against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article TENTH.

C. AMENDMENT OR REPEAL

Any amendment, repeal or modification of the foregoing provisions of this Article TENTH shall not adversely affect (i) any right or protection hereunder of any director, officer, employee or agent of the Corporation existing at the time of such amendment, repeal or modification or (ii) any right or protection hereunder of any such person described in clause (i) of this sentence with respect to any acts or omissions of such person occurring prior to such amendment, repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 228 of the General Corporation Law.

4. That this Second Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of this corporation's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

[Remainder of Page Left Blank Intentionally – Signature Follows]

IN WITNESS WHEREOF, this Third Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 20 day of October, 2014.

VOXSUP INC.

By: AC
Name: Alok Choudhary
Title: President