

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335598

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	11/21/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Good Karma Food Technologies, Inc.		11/21/2014	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Good Karma Foods, Inc.		
<b>Street Address:</b>	755 17th Street		
<b>City:</b>	Prairie du Sac		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53578		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4517759	GOOD KARMA FLAX MILK	
<b>Registration Number:</b>	4517756	GOOD KARMA WHOLE GRAIN RICEMILK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3035838275		
<b>Email:</b>	marcaro@polsinelli.com		
<b>Correspondent Name:</b>	Margaret M Arcaro		
<b>Address Line 1:</b>	1515 Wynkoop Street, Suite 600		
<b>Address Line 2:</b>	Polsinelli PC		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	081090-489895		
<b>NAME OF SUBMITTER:</b>	Margaret M. Arcaro		
<b>SIGNATURE:</b>	/Margaret M. Arcaro/		
<b>DATE SIGNED:</b>	03/18/2015		
<b>Total Attachments: 20</b>			
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CERTIFICATE OF MERGER

OF

GOOD KARMA FOOD TECHNOLOGIES, INC.,  
a Wisconsin Corporation

AND

GOOD KARMA FOODS, INC.,  
a Delaware Corporation  
November 24, 2014

It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:

(I) GOOD KARMA FOOD TECHNOLOGIES, INC., which is incorporated under the laws of the State of Wisconsin; and

(ii) GOOD KARMA FOODS, INC., which is incorporated under the laws of the State of Delaware.

2. An Agreement and Plan of Merger (the "Merger Agreement") has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the Delaware General Corporation Law, to wit, by GOOD KARMA FOOD TECHNOLOGIES, INC. in accordance with the laws of the State of Wisconsin and by GOOD KARMA FOODS, INC. in the same manner as is provided in Section 251 of the Delaware General Corporation Law.

3. The name of the surviving corporation in the merger herein certified is GOOD KARMA FOODS, INC., which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the Delaware General Corporation Law.

4. The Certificate of Incorporation of GOOD KARMA FOODS, INC. is to be amended and restated by reason of the merger herein certified as is attached hereto as Exhibit A. Said Certificate of Incorporation as herein amended and restated shall continue in full force and effect until further amended and changed in the manner prescribed by the Delaware General Corporation Law.

5. The executed Merger Agreement between the aforesaid constituent corporations is on file at the principal place of business of the aforesaid surviving corporation, the address of which is as follows: 755 17th Street, Prairie du Sac, Wisconsin 53578-2042.

6. A copy of the aforesaid Merger Agreement will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of each of the aforesaid constituent corporations.

7. The authorized capital stock of GOOD KARMA FOOD TECHNOLOGIES, INC., consists of 1,000,000 shares without par value.

Executed on the date first written above.

GOOD KARMA FOODS, INC., a Delaware Corporation

By: *Daniel J. LaValley*  
Name: Daniel J. LaValley  
Title: President

[Signature Page to Delaware Certificate of Merger]

**EXHIBIT A**  
**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**  
**OF**  
**GOOD KARMA FOODS, INC.**

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

**ARTICLE I**

The name of the corporation is Good Karma Foods, Inc. (the "Company").

**ARTICLE II**

The address of the corporation's registered office in the State of Delaware is 160 Greentree Dr. Ste. 101, Dover, Delaware, 19904. The name of the corporation's registered agent at such address is National Registered Agents, Inc.

**ARTICLE III**

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

**ARTICLE IV**

The Company is authorized to issue two classes of stock to be designated Common Stock and Preferred Stock. The Company shall have authority to issue 150,000 shares of Common Stock, par value \$0.00001 per share, and 70,000 shares of Preferred Stock, par value \$0.00001 per share. 70,000 shares of the Preferred Stock shall be designated as Series A Participating Preferred Stock.

**ARTICLE V**

The rights, preferences, privileges and restrictions granted to and imposed upon the Series A Preferred Stock are as follows. Unless otherwise indicated, references to "Section" or "subsection" in this Article V refer to sections and subsections of this Article V.

1. **Definitions.** For purposes of this Article, the following definitions shall apply:
  - (a) "Adjusted Preferred Distribution Amount" means an amount per share equal to 2.5 multiplied by the Series A Issue Price.
  - (b) "Board of Directors" shall mean the Company's Board of Directors.
  - (c) "Common Stock" shall mean all Common Stock of the Company.

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

(e) “Investors’ Rights Agreement” shall mean that certain Investors’ Rights Agreement, between the Company and the other parties thereto, as such agreement may be amended from time to time.

(f) “Options” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(g) “Percentage Interest” means, at any time, a fraction, the numerator of which is the number of shares of Series A Preferred Stock held by the relevant holder and the denominator of which is the total number of issued and outstanding shares of Common Stock (including shares of Common Stock underlying the shares of Series A Preferred Stock).

(h) “Preferred Directors” means the members of the Company’s Board of Directors appointed by the holders of Series A Preferred Stock pursuant to the Investors’ Rights Agreement.

(i) “Preferred Distribution Amount” means an amount per share equal to 1.5 multiplied by the Series A Issue Price, subject to adjustment in accordance with Article V, Section 2(b).

(j) “Qualified Public Offering” shall mean the sale of shares of Common Stock to the public at a price per share of at least four (4) times the Series A Issue Price (subject to appropriate adjustment in the event of any stock dividend, stock split combination or other similar recapitalization) in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act resulting in proceeds to the Company of at least \$50,000,000 (net of underwriting discounts and commissions).

(k) “ROFR Agreement” shall mean that certain Right of First Refusal and Co-Sale Agreement, between the Company and the other parties thereto, as such agreement may be amended from time to time.

(l) “Securities Act” shall mean the Securities Act of 1933, as amended.

(m) “Series A Conversion Price”, has the meaning assigned to it in Article V, Section 4. References herein to “Conversion Price” or “Conversion Prices” shall refer to the Series A Conversion Price.

(n) “Series A Issue Price” means (i) if such Series A Preferred Stock was issued on the Original Issue Date, \$130.398971 per share of Series A Preferred Stock or (ii) if such Series A Preferred Stock was issued at date subsequent to the Original Issue Date, the per share issue price of such Series A Preferred Stock, as applicable, each of (i) and (ii) above,

subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization.

(o) “Series A Original Issue Date” shall mean the date on which the first share of Series A Preferred Stock was issued.

(p) “Series A Preferred Stock” shall mean the Company’s Series A Participating Preferred Stock.

## 2. Dividends.

(a) Payment of Dividends. To the extent that dividends are declared by the Board of Directors, and to the extent permitted under the General Corporation Law of the State of Delaware, but only out of funds legally available therefor, dividends shall be paid as follows:

(i) First, to the holders of shares of Series A Preferred Stock until such time that the holders of shares of Series A Preferred Stock receive a total amount of dividends, aggregated from the date of this Certificate of Incorporation, in an amount equal to the Preferred Distribution Amount; and

(ii) Thereafter, to the holders of shares of Common Stock and Series A Preferred Stock (on an as converted basis).

(b) Preferred Distribution Amount Adjustment. Notwithstanding the foregoing, upon an Event of Non-Compliance (as defined in the ROFR Agreement), the Preferred Distribution Amount set forth in Article V, Section 2(a)(i) above shall be increased to the Adjusted Preferred Distribution Amount.

## 3. Liquidation Rights.

(a) Payments to Stockholders. In the event of any Liquidation Transaction, the stockholders shall be entitled to be paid out of the assets available for distribution to its stockholders as follows:

(i) First, to the holders of shares of Series A Preferred Stock until such time that the holders of shares of Series A Preferred Stock receive an amount equal to the Preferred Distribution Amount; and

(ii) Thereafter, to the holders of shares of Common Stock and Series A Preferred Stock (on an as converted basis); provided, however, that if the aggregate amount that the holders of shares of Series A Preferred Stock would be entitled to receive under this Section 3(a)(ii) upon a Liquidation Transaction (if the Preferred Distribution Amount provided for in Section 3(a)(i) were disregarded) exceeds three (3) times the Series A Issue Price, then Section 3(a)(i) shall not be applicable and all of the assets distributed to the stockholders with respect to the Liquidation Transaction shall be distributed pursuant to this Section 3(a)(ii).

(b) Deemed Liquidation. For the purpose of this Certificate of Incorporation, unless the holders of at least a majority of the outstanding shares of Series A Preferred Stock



otherwise agree in writing, a “Liquidation Transaction” shall mean any of the following: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is a party (including, without limitation, any stock acquisition, reorganization, merger, or consolidation, but excluding any sale of stock effected solely for capital raising purposes), other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Company held by such holders prior to such transaction or series of related transactions, at least a majority of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such transaction or series of related transactions; (ii) a sale, exclusive lease, license or other conveyance of all or substantially all of the assets of the Company; or (iii) any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

(c) Valuation of Consideration. If the amount deemed paid or distributed under this Section 3 is made in property other than in cash, the value of such distribution shall be the fair market value of such property, as determined in good faith by the Board of Directors, except that any securities shall be valued as follows:

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

(A) if traded on a securities exchange or on the OTC Bulletin Board (“OTC BB”), the value shall be deemed to be the average closing price of the securities on such exchange or last sales price on the OTC BB over the 30 day period ending three days prior to the closing;

(B) if actively traded over-the-counter on any system other than the OTC BB, the value shall be based on a formula approved in good faith by the Board of Directors and derived from the closing bid or sales prices (whichever is applicable) for such securities over a specified time period; and

(C) 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.

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

(d) Notice of Liquidation. The Company shall give each holder of record of Series A Preferred Stock written notice of any impending Liquidation Transaction not later than (i) ten (10) business days prior to the stockholders’ meeting called to approve such transaction, or (ii) ten (10) business 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 of such notices shall describe the material terms and conditions of the impending transaction and the application of this Section 3 with respect to such transaction, and the Company shall thereafter give such holders prompt notice of any material changes. Unless such notice requirements are waived pursuant to Section 9, the transaction shall not take place sooner than ten (10) business days after the Company has given the first notice provided for herein or sooner than ten (10) business days after the Company has given notice of any material changes provided for herein.

4. **Conversion.** The holders of the Series A Preferred Stock shall have conversion rights and obligations as set forth in this Section 4 (the "Conversion Rights"). Shares of Series A Preferred Stock shall be convertible into such number of fully-paid and nonassessable shares of Common Stock as is determined by dividing the Series A Issue Price by the Series A Conversion Price in effect at the time of such conversion. The "Series A Conversion Price" shall initially be equal to the Series A Issue Price. The Series A Conversion Price and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock shall be subject to adjustment from time to time as provided below:

(a) **Optional Conversion; Election to Convert by Majority of Holders of Series A Preferred Stock.** Each share of Series A Preferred Stock shall be convertible into shares of Common Stock at any time at the option of the holder thereof. In addition, each share of Series A Preferred Stock shall be convertible into shares of Common Stock on the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock.

(b) **Automatic Conversion.** Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the then effective Series A Conversion Price immediately preceding (i) the closing of a Qualified Public Offering, or (ii) the consummation of scheme of reorganization or merger of the Company into a publicly listed company traded on a securities exchange or OTC BB where the Company does not survive as the successor entity which has been approved by the Board of Directors (including the approval of the Preferred Directors).

(c) **Mechanics of Conversion.** Before any holder of Series A Preferred Stock shall be entitled to convert such Series A Preferred Stock into shares of Common Stock, the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for such Series A Preferred Stock, and shall give written notice to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued; provided, however, that in the event of an automatic conversion pursuant to Section 4(b), the outstanding shares of Series A 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 Company or its transfer agent (but the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such automatic conversion unless either the certificates evidencing such shares of Series A Preferred Stock are delivered to the Company or its transfer agent as provided above or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen

or destroyed and executes an agreement reflecting same reasonably satisfactory to the Company). The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid, together with a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten public offering of securities registered pursuant to the Securities Act or any liquidation, dissolution or winding up of the Company (or deemed occurrence of such event), the conversion may, at the option of any holder tendering such Series A Preferred Stock for conversion, be conditioned upon the closing of such public offering or liquidation event, in which event any persons entitled to receive Common Stock upon conversion of such Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such public offering or liquidation event.

(d) Issue Taxes on Conversion. The Company shall pay any and all issue or other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series A Preferred Stock pursuant to this Section 4.

(e) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series A Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Company shall pay cash equal to such fraction multiplied by the then fair market value of such fractional shares 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 each series of Series A 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.

(f) Adjustments to Conversion Price for Diluting Issues. The Series A Conversion Price shall be subject to adjustment from time to time as follows:

(i) Definition of Additional Shares of Common Stock. “Additional Shares of Common Stock” means all shares of Common Stock issued (or, pursuant to Section 4(f)(iii), deemed to be issued) by the Company after the Series A Original Issue Date, other than the following:

(A) shares of Common Stock issued or deemed issued upon conversion of shares of Series A Preferred Stock outstanding on the date hereof, or as a dividend or distribution on Series A Preferred Stock;

(B) shares of Common Stock issued or deemed issued as a dividend, stock split or other distribution on Common Stock for which adjustment is made pursuant to Section 4(f)(v), (vi), (vii) or (viii);

(C) up to 23,022 shares of Common Stock (as appropriately adjusted for any subsequent stock splits, stock dividends, reclassifications and the like) issued or deemed issued to employees, consultants or directors of the Company under a stock option plan or restricted stock plan or the like approved by the Board of Directors of the Company;

(D) shares of Common Stock issued or issuable in a Qualified Public Offering before or in connection with which all outstanding shares of Series A Preferred Stock and will be converted to Common Stock; or

(E) shares issued with the approval of the Preferred Directors.

(ii) No Adjustment of Conversion Price. No adjustment in the Series A Conversion Price for Series A Preferred Stock shall be made as a result of the issuance of Additional Shares of Common Stock if: (i) the consideration per share for the Additional Shares of Common Stock issued or deemed to be issued by the Company is greater than or equal to the Series A Conversion Price in effect immediately prior to the issuance or deemed issuance of such Additional Shares of Common Stock; or (ii) if the holders of a majority of the then outstanding shares of Series A Preferred Stock agree in writing (either retroactively or prospectively) that no such adjustment shall be made.

(iii) Deemed Issuances of Additional Shares of Common Stock.

(A) In the event the Company at any time or from time to time after the Series A Original Issue Date shall issue any Options or Convertible Securities, or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any antidilution or similar provision contained therein for a subsequent adjustment of such number, which, if applicable, shall be made pursuant to subsection (iii)(B) below) of Common Stock 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 issue or, in the case such a record date shall have been fixed, as of the close of business on such record date.

(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series A Conversion Price, are revised (either automatically pursuant to the terms thereof or as a result of an amendment thereto) to provide for either (i) an increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of such Option or Convertible Security or (ii) any increase or decrease in the consideration payable to the Company upon such exercise, conversion or exchange then, effective upon such increase or decrease becoming effective, the Series A Conversion Price computed upon the original issuance of such Option or Convertible Security shall be readjusted to such Series A Conversion Price as would have been obtained had such revised terms been in effect upon the original date or issuance of such Option or Convertible Security. Notwithstanding the foregoing, no adjustment pursuant to this subsection (B) shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the

lower of (i) the Series A Conversion Price on the original adjustment date, or (ii) the Series A Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(C) Upon the termination or expiration of any unexercised Option or unconverted or unexchanged Convertible Security which resulted in an adjustment to the Series A Conversion Price, the Series A Conversion Price shall be readjusted to the Series A Conversion Price as would have been obtained had such Option or Convertible Security never existed.

(iv) Adjustment of Series A Conversion Price Upon Issuance of Additional Shares of Common Stock.

(A) In the event the Company shall at any time or from time to time after the Series A Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4(f)(iii)), without consideration or for a consideration per share less than the Series Conversion Price immediately prior to such issue, then the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the one-hundredth of a cent) determined in accordance with the following formula:

$$CP2 = CP1 \times (A+B) / (A + C)$$

For purposes of the foregoing formula, the following definitions shall apply:

“CP2” is the Series A Conversion Price in effect immediately after such issue of Additional Shares of Common Stock.

“CP1” is the Series A Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock.

“A” is the number of shares of Common Stock outstanding and deemed outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options or conversion or exchange of Convertible Securities (including the Series A Preferred Stock) outstanding immediately prior to such issue).

“B” is the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Company, or deemed to be received by the Company pursuant to Section 4(f)(iv)(B)(2), in respect of such issue by CP1).

“C” is the number of shares of Additional Common Stock issued in such transaction.

(B) Determination of Consideration. For purposes of this Section 4(f), the consideration received by the Company for the issue of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property. Such consideration shall:

a. insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company excluding amounts paid or payable for accrued interest or accrued dividends;

b. insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board of Directors; and

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

(2) Options and Convertible Securities. The consideration per share received by the Company for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4(f)(iii) above, relating to Options and Convertible Securities, shall be determined by dividing

a. the total amount, if any, received or receivable by the Company as consideration for the issue 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 for a subsequent adjustment of such consideration) payable to the Company 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;

b. the maximum number of shares of Common Stock (as set forth in the instruments relating thereto without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(v) Stock Splits and Dividends. In the event the Company should at any time after the Series A Original Issue Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock without payment of any consideration by such holder for the additional shares of Common Stock, then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Series A Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding following such split, subdivision, dividend or other

distribution. If such record date shall have been fixed and such dividend or other distribution shall not have been paid on the date fixed therefor, the adjustment previously made in the Series A Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Series A Conversion Price shall be adjusted pursuant to this subsection (v) as of the time of actual payment of such dividend,

(vi) Reverse Stock Splits. If the number of shares of Common Stock outstanding at any time after the Series A Original Issue Date is decreased by a combination or reverse split of the outstanding shares of Common Stock, then, following the record date of such combination, the Series A Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(vii) Adjustments for Other Distributions. In the event the Company at any time or from time to time makes, or fixes a record date for the determination of holders of Common Stock entitled to receive any distribution payable in securities of the Company other than shares of Common Stock and other than as otherwise adjusted in this Section 4(f), then and in each such case, provision shall be made so that the holders of Series A Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Company which they would have received had their Series A Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 4(f) with respect to the rights of the holders of the Series A Preferred Stock; provided, however, that no such adjustment shall be made if the holders of the Series A Preferred Stock concurrently receive (i) the number of shares of Common Stock they would have received if their Series A Preferred Stock had been converted into Common Stock immediately prior to such distribution or (ii) a number of shares of Series A Preferred Stock convertible into the number of shares of Common Stock they would have received if their Series A Preferred Stock had been converted into Common Stock.

(viii) Adjustment for Merger or Reorganization, etc. Subject to Section 3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Company in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction otherwise covered in this Section 4(f)) then, following such event, each share of Series A Preferred Stock shall thereafter be convertible into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock issuable upon conversion of one share of Series A Preferred Stock immediately prior to such event would have been entitled to receive. In each such case, appropriate adjustment shall be made (as determined in good faith by the Board of Directors in the application of provisions of this Section 4 with respect to the rights of the holders of the Series A Preferred Stock, to the end that provisions of this Section 4 (including adjustment of the Conversion Prices) shall thereafter be applicable and be as nearly equivalent as practicable.

(g) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, merger,

consolidation, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment. This provision will not restrict the Company's right to amend its Certificate of Incorporation with the requisite stockholder consent (including without limitation any consent required by Section 5(d) below).

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of any Conversion Price pursuant to this Section 4, the Company at its expense shall promptly and in any event not later than 10 business days thereafter compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock is convertible) or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of Series A Preferred Stock, and in any event not later than 10 days thereafter, furnish or cause to be furnished to such holder a like certificate setting forth: (i) the Series A Conversion Price then in effect; (ii) any adjustments and readjustments thereto; and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Series A Preferred Stock.

(i) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including without limitation using its best efforts to obtain the requisite stockholder approval for any necessary amendment to this certificate. Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of such series, the Company will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Series A Conversion Price.

## 5. Voting.

(a) Voting Generally. On any matter presented to the stockholders of the Company for their action or consideration, whether at a meeting or by written consent, each holder of shares of Series A Preferred Stock shall be entitled to the number of votes equal to the number of whole shares (rounding up to the next whole share in the case of fractional shares) of Common Stock into which such shares of Series A Preferred Stock held by such holder of Series



A Preferred Stock are then convertible. Except as provided by law or as otherwise set forth herein, holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class. Without the written consent or affirmative vote of the holders of a majority of the shares of Series A Preferred Stock, the Company shall not either directly or by amendment, merger, consolidation, reclassification or otherwise amend or repeal any provision of (including this Section 5(a)), or add any provision to, the Company's Certificate of Incorporation or Bylaws, if such action would alter or change the preferences, rights, privileges, or powers of, or the restrictions provided for the benefit of, the Series A Preferred Stock.

(b) Adjustment in Authorized Common Stock. Notwithstanding anything to the contrary in this Certificate of Incorporation, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding or required in connection with the conversion of the Series A Preferred Stock and Options) by an affirmative vote of the holders of a majority of stock of the Company entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law.

(c) Election of Directors. The Directors shall be appointed in accordance with the Investors' Rights Agreement.

(d) Protective Provisions. The Company shall not, either directly or by amendment, merger, consolidation, reclassification or otherwise take any of the actions listed in this Section 5(d) below without the prior written consent of the holders of a majority of the Series A Preferred Stock:

(A) change the nature of the Company's business, or enter into the ownership, active management or operation of any line of business other than those currently engaged as of the Series A Original Issue Date, which includes the marketing and sale of flax and rice milk;

(B) amend or repeal any provision of (including this Section 5(d)), or add any provision to, the Company's Certificate of Incorporation or Bylaws;

(C) create, authorize or issue (or create or authorize any obligation to create, authorize or issue), or increase the authorized number of, any equity security, or any security exercisable or convertible into any equity security, having rights, preferences, privileges or power superior to or on a parity with the Series A Preferred Stock (including any increase in the number of authorized shares of Series A Preferred Stock);

(D) increase the number of shares of Common Stock reserved under any stock option plan or restricted stock plan or the like above 23,022 (except by stock splits, recapitalizations and the like);

(E) effect, or enter into any agreement to effect, any liquidation, dissolution or winding up of the Company or any transaction deemed to be a liquidation, dissolution or winding up of the Company under this Certificate of Incorporation, including any Liquidation Transaction, or effect any other transaction which results in the holders of the Company's capital stock prior to the transaction owning less than 50% of the

voting power of the Company's capital stock after the transaction; provided, however, that this Section 5(d)(E) shall not apply to transactions effected in accordance with Section 2(b) of the ROFR Agreement;

(F) hire or engage an investment banker or other advisor for the purpose of raising equity or debt capital;

(G) except as otherwise approved by the Board of Directors (including the approval of the Preferred Directors) in the Company's annual plan, enter into any license arrangement, joint venture or other agreement which (i) obligates the Company or the other party thereto to make payments equal or greater than \$100,000 in the aggregate in any given fiscal year, or (ii) materially encumbers the Company's intellectual property;

(H) except as otherwise approved by the Board of Directors (including the approval of the Preferred Directors) in the Company's annual plan, make any single capital expenditure in excess of \$50,000 or aggregate capital expenditures in excess of \$150,000 in any fiscal year;

(I) except as otherwise approved by the Board of Directors (including the approval of the Preferred Directors) in the Company's annual plan, sell any of the Company's assets or acquire any company or business, in either case with an aggregate value in excess of \$100,000, outside of the ordinary course of business;

(J) except as otherwise approved by the Board of Directors (including the approval of the Preferred Directors) in the Company's annual plan, incur indebtedness for borrowed money or guarantee an amount borrowed in an amount in excess of \$200,000 in the aggregate;

(K) except as otherwise approved by the Board of Directors (including the approval of the Preferred Directors) in the Company's annual plan, enter into or amend in any material respect, any material transaction with any of the Company's founder(s), executive officers, directors or affiliates; provided that the fees or other amounts payable for such services or goods are comparable to those prevailing in arms-length transactions for similar services or goods; or

(L) except as otherwise approved by the Board of Directors (including the approval of the Preferred Directors) in the Company's annual plan, pay dividends or make any other distribution on any class of the Company's equity securities other than in accordance with this Certificate of Incorporation, or repurchase or redeem shares of the Company, except for: (i) dividends payable on the Common Stock solely in the form of additional shares of Common Stock for which adjustment in the Series A Conversion Price is made pursuant to Section 4(f)(v); (ii) securities repurchased from former employees, officers, directors, consultants or other persons performing services for the Company or any subsidiary pursuant to agreements under which the Company has the option or obligation to repurchase such shares at no greater than cost upon the occurrence of certain events, such as the termination of employment, as approved by the Board of Directors including the Preferred Directors; (iii)

securities repurchased upon the exercise of any right of first refusal as approved by the Board of Directors including the Preferred Directors.

6. **Status of Converted Stock.** In case any shares of Series A Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and may not be reissued.

7. **Notices of Certain Events.** In the event that the Company shall propose at any time:

(a) to declare any dividend or other distribution upon its Common Stock (or other stock or securities at the time issuable upon conversion of the Series A Preferred Stock), whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(b) to offer for subscription to the holders of any class or series of its stock any additional shares of stock of any class or series or any other securities or property, or to receive any other rights;

(c) to effect any reclassification or recapitalization of its stock;

(d) to effect any Liquidation Transaction; or

(e) to take any other action that is subject to the protective provisions set forth in Sections 5(c)(A) through (F) or would have the effect of diminishing the rights, preferences or privileges of the Series A Preferred Stock or the holders thereof;

then, in connection with each such event, this Company shall send to the holders of the Series A Preferred Stock a notice specifying, as the case may be (i) the record or effective date of such event and (ii) the material terms, conditions of, and other material details relating to, the event. Such notice shall be sent at least fifteen (15) days prior to the record date or effective date for such event, and the Company shall promptly update such notice in the event of any changes in such terms and conditions; provided, that the notice provisions of Section 3(d) of Article V shall apply in the event of any Liquidation Transaction to the extent inconsistent with the terms of this Section.

8. **Notices.** Any notice, demand, offer, request or other communication required or permitted to be given by the Company to the holders of Series A Preferred Stock pursuant to this Article V shall be in writing, shall be delivered by overnight carrier, and shall be deemed effectively given one (1) business day after being deposited with the overnight courier (with receipt of appropriate delivery) addressed to each holder of record at such holder's address appearing on the books of the Company.

9. **Waivers.** Any notice provisions applicable to the holders of the Series A Preferred Stock may be waived or defeated, either prospectively or retroactively, by the affirmative written consent or vote of the holders of a majority of the shares of Series A Preferred Stock, as applicable, and any such waiver shall bind all holders (including future holders) of Series A Preferred Stock, as applicable.

## ARTICLE VI

1. **Common Stock.** The rights of the Common Stock are as follows:

(a) **Dividend Rights.** Subject to the prior rights of holders of Series A Preferred Stock as set forth in Section 2 of Article V above, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the Board of Directors. The Board of Directors shall be under no obligation to declare, and the Company shall be under no obligation to pay, such dividends.

(b) **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Company or a deemed liquidation, dissolution or winding up of the Company, or the occurrence of a Liquidation Transaction, the assets of the Company shall be distributed as provided in Section 3 of Article V above.

(c) **Redemption.** The Common Stock shall not be redeemable at the option of the holder thereof.

(d) **Voting Rights.** Each holder of Common Stock shall have the right to one vote per share of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Company, and shall be entitled to vote upon such matters and in such manner as may be provided by law. Each holder of Common Stock shall also have the voting rights, and be subject to the provisions of, Section 5 of Article V above.

## ARTICLE VII

1. **Limitation of Directors' and Officers' Liabilities.** To the fullest extent permitted by the Delaware General Corporation Law as the same exists or may hereafter be amended, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exception from liability or limitation thereof is not permitted under the Delaware General Corporation Law as the same exists or may hereafter be amended. To the fullest extent permitted by applicable law, the Company is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and other agents of the Company (and any other persons to which Delaware law permits the Company to provide indemnification), through Bylaw provisions, agreements with any such director, officer, employee or other agent or other person, vote of stockholders or disinterested directors, or otherwise, in excess of the indemnification and advancement otherwise permitted by the Delaware General Corporation Law, and to purchase and maintain at the Company's expense insurance to indemnify or insure directors, officers and employees against liability, subject only to limits created by applicable Delaware law (statutory or non-statutory), with respect to actions for breach of duty to a corporation, its stockholders and others. Neither any amendment nor repeal of this provision, nor the adoption of any provisions of this Certificate of Incorporation inconsistent with this provision, shall eliminate or reduce the effect of this provision in respect of any matter occurring, or any cause of action, suit or claim that, but for this provision, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

2. **Amendment, Repeal of Bylaws.** In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, and subject to any additional vote required under Article V, the Board of Directors of the Company is expressly authorized to adopt, amend or repeal the Bylaws of the Company.

3. **Election of Directors by Written Ballot.** Election of directors need not be by written ballot unless the Bylaws of the Company shall so provide.

4. **Meetings of Stockholders.** Meetings of stockholders may be held within or without the State of Delaware, as the Company's Bylaws may provide. The books of the Company 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 Company's Bylaws.

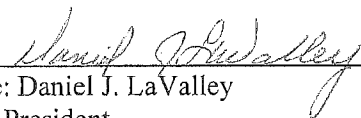
5. **Amendment of Certificate.** Subject to any additional vote required under Article V, the Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

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

7. **Excluded Opportunities.** The Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any Excluded Opportunity, and to the fullest extent permitted by law the Company waives any claim that such Excluded Opportunity constituted a corporate opportunity that should have been presented to the Company or any of its affiliates. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any Preferred Director, or (ii) any holder of Series A Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director, stockholder or affiliate of the Company.

IN WITNESS WHEREOF, the Company has caused this Certificate of Incorporation to be signed by a duly authorized officer of the Company, on November 21, 2014.

Good Karma Foods, Inc., a Delaware corporation

By:   
Name: Daniel J. LaValley  
Title: President

*Signature Page to Certificate of Incorporation*