

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revolutionary Medical Devices, LLC		06/12/2014	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Revolutionary Medical Devices, Inc.		
Street Address:	4090 E. Bujia Primera		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85718		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86414780	SUPERNO2VA	
Serial Number:	86035814	RMD	
Serial Number:	86035819	AIR SPACE	
CORRESPONDENCE DATA			
Fax Number:	5208827623		
<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:	5208827623		
Email:	jbarton@hayes-soloway.com		
Correspondent Name:	Norman P. Soloway		
Address Line 1:	4640 E Skyline Drive		
Address Line 4:	Tucson, ARIZONA 85718		
ATTORNEY DOCKET NUMBER:	RMD/TM-104 US		
NAME OF SUBMITTER:	Norman P. Soloway		
SIGNATURE:	/norman p. soloway/		
DATE SIGNED:	04/01/2015		
Total Attachments: 15			
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source=Articles of Incorporation#page2.tif			

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JUN 12 2014

ARIZONA CORE COMMISSION
CORPORATIONS DIVISION

ARTICLES OF INCORPORATION
OF
REVOLUTIONARY MEDICAL DEVICES, INC.

(Pursuant to Arizona Revised Statute §10-202)

I. NAME

The name of this corporation is Revolutionary Medical Devices, Inc. (the "Corporation").

II. PURPOSE

The purpose for which this Corporation is organized is the transaction of any lawful business for which corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

III. INITIAL BUSINESS

The Corporation initially intends to conduct the business of developing, making and selling a medical device that assists anesthesiologists in administering anesthesia.

IV. AUTHORIZED CAPITAL

A. The aggregate number of all classes of shares which the Corporation shall have authority to issue is Twenty Million (20,000,000) shares divided into two classes of which Five Million (5,000,000) shares of no par value per share shall be designated Preferred Shares and Fifteen Million (15,000,000) shares of no par value per share shall be designated Common Shares.

B. The number of authorized shares of Common Shares or Preferred Shares may be increased or decreased (but not below the number of shares of Common Shares or Preferred Shares then outstanding) by the affirmative vote of the holders of a majority of the shares of the Company entitled to vote (voting together as a single class on an as-if-converted basis).

C. The board of directors of the Company (the "Board of Directors") is authorized, subject to limitations prescribed by law, to provide for the issuance of shares of Preferred Shares in one or more series, to establish the number of shares to be included in each such series, and to fix the designations and relative powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof.

D. 1,727,952 of the authorized shares of Preferred Shares are hereby designated as Series A Convertible Preferred Shares ("Series A Preferred").

Such number of shares may be increased or decreased by resolution of the Board of Directors; provided that no decrease will reduce the number of shares of Series A Preferred to a number less than that of the shares of Series A Preferred then outstanding, plus the number of

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shares of Series A Preferred issuable upon exercise of outstanding rights, options or warrants or upon conversion.

E. The rights, preferences, privileges, and restrictions, qualifications and limitations and other matters which follow shall apply to the Series A Preferred. Unless otherwise indicated, references to "Sections" in this Part E of this Article IV refer to sections of this Part E.

1. Voting Rights.

(a) Each holder of shares of Series A Preferred is entitled to a number of votes equal to the number of shares of Common Shares into which such shares of Series A Preferred could be converted (pursuant to Section 3 hereof) on the record date for the vote or consent of shareholders and shall have voting rights and powers equal to the voting rights and powers of the Common Shares and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation. Except as otherwise provided in these Articles of Incorporation (these "Articles") or as required by law, the holders of Series A Preferred will vote together with the holders of Common Shares at any annual or special meeting of the shareholders and not as a separate class, and may act by written consent in the same manner as the holders of Common Shares. Fractional votes will not, however, be permitted, and any fractional voting rights resulting from application of the above voting formula (after aggregating all shares into which shares of Series A Preferred held by each holder could be converted) will be rounded to the nearest whole number (with one-half being rounded upward). Each holder of Common Shares is entitled to one (1) vote for each share of Common Shares held by such holder of Common Shares.

(b) So long as there are any shares of Series A Preferred outstanding, the Corporation, and its officers, directors and employees, shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or these Articles) the written consent or affirmative vote of the holders of at least a majority of the outstanding shares of Series A Preferred ("Requisite Holders"), given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

(i) amend, alter or repeal any provision of these Articles relating to the rights, preferences or privileges of the Series A Preferred;

(ii) increase the number of shares of authorized Series A Preferred or otherwise alter or change the terms, designations, powers, preferences or relative, participating, optional or other special rights, or the qualification, limitations or restrictions of the Series A Preferred whether set forth in these Articles or otherwise;

(iii) authorize or issue, or obligate itself to authorize or issue, any other equity security or series of Preferred Shares, including any other security convertible into or exercisable for any equity security, having a preference over, or being on parity with, the Series A Preferred with respect to liquidation;

(iv) purchase or set aside any sums for the purchase of, or redeem, any shares of Common Shares or Preferred Shares, except for:

(A) the purchase of shares of Common Shares from former employees of the Corporation who acquired such shares directly from the Corporation, if each such purchase is made pursuant to contractual rights held by the Corporation relating to certain events, such as the termination of employment of such former employee, and the purchase price does not exceed the original issue price paid by such former employee to the Corporation for such shares; or

(B) repurchases of shares upon exercise of rights of first refusal granted to the Corporation;

(v) effect any transaction or series of transactions in which (A) more than fifty percent (50%) or more of the voting power of the Corporation is disposed; (B) all or substantially all of the Corporation's assets are sold; or (C) the Corporation acquires or merges with another entity (other than a wholly owned subsidiary or parent of the Corporation); or

(vi) liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any Liquidation Event (as defined below) or consent to any of the foregoing.

2. Liquidation Rights.

(a) Subject to the right of any series of shares that may from time to time come into existence pursuant to this Article IV, upon any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary ("Liquidation Event"), before any distribution or payment shall be made to the holders of Common Shares, the holders of Series A Preferred shall be entitled to be paid out of the assets of the Corporation legally available for distribution, or the consideration received in such transaction, an amount per share of Series A Preferred equal to the Original Issue Price (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). If, upon any such liquidation, dissolution, or winding up, the assets of the Corporation (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series A Preferred of the liquidation preference set forth in this Section 2(a), then such assets (or consideration) shall be distributed among the holders of Series A Preferred at the time outstanding, ratably in proportion to the full preferential amounts to which they would otherwise respectively be entitled under this Section 2(a).

(b) After the payment of the full liquidation preference of the Series A Preferred as set forth in Section 2(a) above and any other distribution that may be required with respect to any series of stock that may from time to time come into existence pursuant to Article IV Section C, the assets of the Corporation legally available for distribution (or the consideration received in such transaction), if any, shall be distributed ratably to the holders of Common Shares and Series A Preferred, based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Shares pursuant to the terms of these Articles immediately prior to such dissolution, liquidation or winding up of the Corporation.

(c) In the event that the Corporation is a party to an Acquisition or Asset Transfer (as hereinafter defined), then each holder of Series A Preferred shall be entitled to receive, for each share of Series A Preferred then held, out of the proceeds of such Acquisition or Asset Transfer, the greater of the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to (i) Section 2(a) and (ii) the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event with respect to such shares if such shares had been converted to Common Shares immediately prior to such Acquisition or Asset Transfer.

(d) An Acquisition or Asset Transfer shall constitute a Liquidation Event. For the purposes of this Section 2(d): (i) "Acquisition" shall mean (A) any consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Corporation immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Corporation is a party in which in excess of 50% of the Corporation's voting power is transferred; provided that, an Acquisition shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Corporation or any successor or indebtedness of the Corporation is cancelled or converted or a combination thereof; and (ii) "Asset Transfer" shall mean a sale, lease, exclusive, world-wide license or other disposition of all or substantially all of the assets of the Corporation.

(e) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board of Directors on the date such determination is made.

3. Conversion Rights. The holders of the Series A Preferred shall have the following rights with respect to the conversion of the Series A Preferred into shares of Common Shares (the "Conversion Rights"):

(a) Optional Conversion. Subject to and in compliance with the provisions of this Section 3, any shares of Series A Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Shares. The number of shares of Common Shares to which a holder of Series A Preferred shall be entitled upon conversion shall be the product obtained by multiplying the "Series A Preferred Conversion Rate" then in effect (determined as provided in Section 3(b)) by the number of shares of Series A Preferred being converted. In the event of a liquidation, dissolution or winding up of the Corporation or 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 Series A Preferred.

(b) Series A Preferred Conversion Rate. The conversion rate in effect at any time for conversion of the Series A Preferred (the "Series A Preferred Conversion Rate") shall be the quotient obtained by dividing the Original Issue Price of the applicable Series A Preferred by the "Series A Preferred Conversion Price," calculated as provided in Section 3(c).

(c) Series A Preferred Conversion Price. The conversion price for the Series A Preferred shall initially be the Original Issue Price (the "Series A Preferred Conversion Price"). Such initial Series A Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 3. All references to the Series A Preferred Conversion Price herein shall mean the Series A Preferred Conversion Price as so adjusted. The "Original Issue Price" means \$0.80 per share for the Series A Preferred, subject to appropriate adjustments in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred.

(d) Mechanics of Conversion. Each holder of Series A Preferred who desires to convert some or all of the same into shares of Common Shares pursuant to this Section 3 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or any transfer agent for the Series A Preferred, and shall give written notice to the Corporation at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series A Preferred being converted and the holder's name or the names of the nominees in which such holder wishes the certificate or certificates to be issued. Thereupon, the Corporation shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Shares to which such holder is entitled and shall promptly pay in cash (at the Common Share's fair market value determined by the Board of Directors as of the date of conversion) the value of any fractional share of Common Shares otherwise issuable to any holder of Series A Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series A Preferred Shares to be converted, and the person entitled to receive the shares of Common Shares issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Shares on such date.

(e) Adjustment for Stock Splits and Combinations. If at any time or from time to time after the date that the first share of Series A Preferred is issued (the "Original Issue Date") the Corporation effects a subdivision of the outstanding Common Shares without a corresponding subdivision of the respective series of Series A Preferred, the Series A Preferred Conversion Price in effect immediately before the subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date, the Corporation combines the outstanding shares of Common Shares into a smaller number of shares without a corresponding combination of the Series A Preferred, the Series A Preferred Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 3(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) Adjustment for Common Shares Dividends and Distributions. If at any time or from time to time after the Original Issue Date, the Corporation pays a dividend or other

distribution in additional shares of Common Shares, the Series A Preferred Conversion Price that is then in effect shall be decreased as of the time of such issuance, as provided below:

(i) The Series A Preferred Conversion Price shall be adjusted by multiplying the Series A Preferred Conversion Price then in effect by a fraction equal to:

(A) the numerator of which is the total number of shares of Common Shares issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is the total number of shares of Common Shares issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Shares issuable in payment of such dividend or distribution;

(ii) If the Corporation fixes a record date to determine which holders of Common Shares are entitled to receive such dividend or other distribution, the Series A Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Shares shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Preferred Conversion Price shall be adjusted pursuant to this Section 3(f) to reflect the actual payment of such dividend or distribution.

(g) Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Issue Date, the Common Shares issuable upon the conversion of the Series A Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a Liquidation Event as defined in Section 2(a) or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 3), in any such event each holder of Series A Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the maximum number of shares of Common Shares into which such shares of Series A Preferred could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(h) Reorganizations, Mergers or Consolidations. If at any time or from time to time after the Original Issue Date, there is a capital reorganization of the Common Shares or the merger or consolidation of the Corporation with or into another corporation or another entity or person (other than an Acquisition or Asset Transfer as defined in Section 2(d) or a recapitalization, subdivision, combination, reclassification, exchange or substitution of shares provided for elsewhere in this Section 3), as a part of such capital reorganization, provision shall be made so that the holders of the Series A Preferred shall thereafter be entitled to receive upon conversion of

the Series A Preferred the number of shares of stock or other securities or property of the Corporation to which a holder of the number of shares of Common Shares deliverable upon conversion would have been entitled on such capital reorganization, subject to adjustment in respect of such stock or securities by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 3 with respect to the rights of the holders of Series A Preferred after the capital reorganization to the end that the provisions of this Section 3 (including adjustment of the Series A Preferred Conversion Price then in effect and the number of shares issuable upon conversion of the Series A Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(i) Sale of Shares Below Series A Preferred Conversion Price.

(i) In the event the Corporation shall at any time after the Original Issue Date, the Corporation issues or sells, or is deemed by the express provisions of this Section 3(i) to have issued or sold, Additional Shares of Common Shares, other than as a dividend or other distribution on any class of shares as provided in Section 3(f) above, and other than a subdivision or combination of shares of Common Shares as provided in Section 3(e) above, for an Effective Price (as defined below) less than the Series A Preferred Conversion Price then in effect, then the Series A Preferred Conversion Price shall be reduced, as of the opening of business on the date of such issue or sale, to a price determined by multiplying the Series A Preferred Conversion Price in effect immediately prior to such issuance or sale by a fraction:

(A) the numerator of which shall be (A) the number of shares of Common Shares deemed outstanding (as defined below) immediately prior to such issue or sale, plus (B) the number of shares of Common Shares which the Aggregate Consideration (as defined below) received by the Corporation for the total number of Additional Shares of Common Shares so issued would purchase at the Series A Preferred Conversion Price, and

(B) the denominator of which shall be the number of shares of Common Shares deemed outstanding (as defined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Shares so issued.

For the purposes of the preceding sentence, the number of shares of Common Shares deemed to be outstanding as of a given date shall be the sum of (A) the number of shares of Common Shares outstanding, (B) the number of shares of Common Shares into which the then outstanding shares of Series A Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Shares which could be obtained through the exercise or conversion of all other in-the-money rights, options and convertible securities outstanding on the day immediately preceding the given date.

(ii) No adjustment shall be made to the Series A Preferred Conversion Price in an amount less than one cent (\$0.01) per share. Any adjustment otherwise required by Section 3(i) that is not required to be made due to the preceding sentence shall be included in any subsequent adjustment to the Series A Preferred Conversion Price.

(iii) For the purpose of making any adjustment required under Section 3(i), the aggregate consideration received by the Corporation for any issue or sale of securities (the "Aggregate Consideration") shall be defined as: (A) to the extent it consists of cash, be computed at the net amount of cash received by the Corporation after deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Corporation and which are approved by the Board of Directors in connection with such issue or sale but without deduction of any expenses payable by the Corporation, (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board of Directors, and (C) if Additional Shares of Common Shares, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Shares or Convertible Securities are issued or sold together with other stock or securities or other assets of the Corporation for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board of Directors to be allocable to such Additional Shares of Common Shares, Convertible Securities or rights or options.

(iv) For the purpose of the adjustment required under this Section 3(i), if the Corporation issues or sells (x) stock or other securities convertible into Additional Shares of Common Shares (such convertible stock or securities being herein referred to as "Convertible Securities") or (y) rights or options for the purchase of Additional Shares of Common Shares or Convertible Securities and if the Effective Price of such Additional Shares of Common Shares is less than the Series A Preferred Conversion Price then in effect, in each case the Corporation shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Shares issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Corporation for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Corporation upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Corporation upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); *provided* that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Corporation shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(v) If the minimum amount of consideration payable to the Corporation upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or nonoccurrence of specified events other than by reason of antidilution adjustments (whether or not the original issuance of such rights, options or Convertible Securities resulted in an adjustment to the Series A Conversion Price), the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; *provided further*, that if the minimum amount of consideration payable to the Corporation upon the exercise

or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Corporation upon the exercise or conversion of such rights, options or Convertible Securities.

(vi) No further adjustment of the Series A Preferred Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Shares or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Series A Preferred Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Series A Preferred Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Shares so issued were the Additional Shares of Common Shares, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Shares, if any, were issued or sold for the consideration actually received by the Corporation upon such exercise, plus the consideration, if any, actually received by the Corporation for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Corporation (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, *provided* that such readjustment shall not apply to prior conversions of Series A Preferred.

(vii) For the purpose of making any adjustment to the Conversion Price of the Series A Preferred required under this Section 3(i), "Additional Shares of Common Shares" shall mean all shares of Common Shares issued by the Corporation or deemed to be issued pursuant to this Section 3(i) (including shares of Common Shares subsequently reacquired or retired by the Corporation), other than Excluded Shares. "Excluded Shares" shall mean and include any of the following:

(A) shares of Common Shares issued upon conversion of the Series A Preferred;

(B) shares of Common Shares or options to purchase such shares of Common Shares to the Corporation's employees, officers, directors, consultants, advisors or other service providers pursuant to a stock incentive plan, at prices or exercise prices determined by the Board of Directors to be not less than fair market value;

(C) shares of Common Shares issued pursuant to the exercise of options outstanding as of the Original Issue Date;

(D) shares of Common Shares and/or options, warrants or other Common Shares purchase rights, and the Common Shares issued pursuant to such options, warrants or other rights, issued for consideration other than cash pursuant to a merger,

consolidation, acquisition, strategic alliance or similar business combination approved by the holders of a majority of the shares of Series A Preferred then outstanding;

(E) any equity securities issued in connection with strategic transactions involving the Corporation and other entities, including (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements; provided that such strategic transactions and the issuance of shares therein has been approved by the holders of a majority of the shares of Series A Preferred then outstanding;

(F) shares of Common Shares issued as a dividend on the Series A Preferred;

(G) shares of Series A Preferred issued pursuant to the conversion of a promissory note issued by the Corporation prior to the Original Issue Date; and

(H) shares of capital stock issued by the Corporation, which issuance the holders of a majority of the shares of Series A Preferred then outstanding deem to be an issuance of Excluded Shares.

References to Common Shares in the subsections of this clause (vii) above shall mean all shares of Common Shares issued by the Corporation or deemed to be issued pursuant to this Section 3(i). The "Effective Price" of Additional Shares of Common Shares shall mean the quotient determined by dividing the total number of Additional Shares of Common Shares issued or sold, or deemed to have been issued or sold by the Corporation under this Section 3(i), into the Aggregate Consideration received, or deemed to have been received by the Corporation for such issue under this Section 3(i), for such Additional Shares of Common Shares.

(j) Certificate of Adjustment. In each case of an adjustment or readjustment of one or both of the Series A Preferred Conversion Price for the number of shares of Common Shares or other securities issuable upon conversion of the Series A Preferred, if the Series A Preferred is then convertible pursuant to this Section 3, the Corporation, at its expense, shall, as promptly as reasonably practicable but in no event later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series A Preferred entitled to such adjustment or readjustment at the holder's address as shown in the Corporation's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Corporation for any Additional Shares of Common Shares issued or sold or deemed to have been issued or sold, (ii) the Series A Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Shares and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series A Preferred.

(k) Notices of Record Date. Upon (i) 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 or other distribution, or (ii) any acquisition (as defined in

Section 2(c)) or other capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation with or into any other corporation, or any asset transfer (as defined in Section 2(c)), or any voluntary or involuntary dissolution, liquidation or winding up of the Corporation, the Corporation shall mail to each holder of Series A Preferred at least ten (10) days prior to the record date specified therein (or such shorter period approved by the Requisite Holders) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, (C) the date, if any, that is to be fixed as to when the holders of record of Common Shares (or other securities) shall be entitled to exchange their shares of Common Shares (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up, and (D) the amount per share and character of such exchange applicable to the Series A Preferred and the Common Shares.

(l) Automatic Conversion.

(i) Each share of Series A Preferred shall automatically be converted into shares of Common Shares, based on the then-effective Series A Preferred Conversion Price upon the earlier of (A) the date specified by vote or written consent or agreement of the Requisite Holders, or (B) immediately upon the closing of a firmly underwritten public offering with a nationally recognized full-service investment bank pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Shares for the account of the Corporation in which (i) the per share price is at least _____ times the Original Issue Price (as adjusted for stock splits, dividends, recapitalizations and the like after the filing date hereof), and (ii) the gross cash proceeds to the Corporation (before underwriting discounts, commissions and fees) are at least \$____,000,000 (a "Qualified Public Offering").

(ii) Upon the occurrence of either of the events specified in Section 3(l)(i) above, the outstanding shares of Series A Preferred 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; *provided, however*, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Shares issuable upon such conversion unless the certificates evidencing such shares of Series A Preferred are either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series A Preferred, the holders of Series A Preferred shall, upon notice from the Corporation, surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Series A Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Shares into which the shares of Series A Preferred, as the case may be, surrendered were convertible on the date on which such automatic conversion occurred.

(m) Fractional Shares. No fractional shares of Common Shares shall be issued upon conversion of Series A Preferred. All shares of Common Shares (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Common Shares' fair market value (as determined in good faith by the Board of Directors) on the date of conversion.

(n) Reservation of Shares Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Shares, solely for the purpose of effecting the conversion of the shares of the Series A Preferred, such number of its shares of Common Shares as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred. If at any time the number of authorized but unissued shares of Common Shares shall not be sufficient to effect the conversion of all the then outstanding shares of the Series A Preferred, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Shares to such number of shares as shall be sufficient for such purpose.

(o) Notices. Any notice required by the provisions of this Section 3 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Corporation.

(p) Payment of Taxes. The Corporation will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Shares upon conversion of shares of Series A Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Shares in a name other than that in which the shares of Series A Preferred so converted were registered.

(q) Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred set forth herein may be waived on behalf of all holders of Series A Preferred by the affirmative written consent or vote of the holders of at least a majority of the shares of Series A Preferred then outstanding.

V. KNOWN PLACE OF BUSINESS

The street address of the known place of business of the Corporation is 4090 E. Bujia Primera, Tucson, Arizona 85718.

VI. STATUTORY AGENT

The name and address of the statutory agent of the Corporation are Rockwell Agency, LLC, 405 W. Franklin St., Tucson, Arizona 85701.

VII. BOARD OF DIRECTORS

The initial Board of Directors shall consist of three (3) directors. The names and addresses of the persons who are to serve as the directors until the first annual meeting of shareholders or until their successors are elected and qualified are:

David Kane
4090 E. Bujia Primera
Tucson, Arizona 85718

Michael Pedro
185 Ocean Ave. Apt. 2A
Brooklyn NY 11225

Danielle M. Pedro
185 Ocean Ave. Apt. 2A
Brooklyn NY 11225

The number of persons to serve on the Board of Directors thereafter will be fixed in the manner provided in the Bylaws of the Corporation.

VIII. INCORPORATOR

The name and address of the incorporator are:

David Kane
4090 E. Bujia Primera
Tucson, Arizona 85718

All powers, duties and responsibilities of the incorporator shall cease at the time of delivery of these Articles to the Arizona Corporation Commission.

IX. INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

The Corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

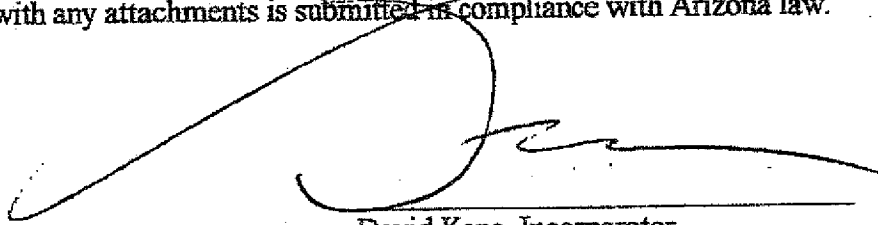
XI. LIMITATION OF LIABILITY

To the fullest extent permitted by the Arizona Revised Statutes, as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Arizona, the undersigned incorporator of this Corporation has executed these Articles of Incorporation this 14 day of June, 2014.

By checking the box marked "I accept" below, I acknowledge ~~under penalty of perjury~~ that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT



David Kane, Incorporator

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

By the signature appearing below, the individual or entity named in Section number VI above accepts the appointment as statutory agent for the entity named in Section number I above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

ROCKWELL AGENCY, LLC
an Arizona limited liability company



Lawrence M. Hecker, Member
Date: June 12, 2014