

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unidine Corporation		11/22/2013	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Unidine Corporation		
Street Address:	1000 Washington Street		
Internal Address:	Suite 510		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02118		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76596648	UNIDINE	
Serial Number:	76596649	U	
Serial Number:	85605473	OH SO GOOD	
Serial Number:	85706154		
Serial Number:	86376233	LEAD WITH DINING	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	6176468285		
Email:	jlwtrademarks@wolfgreenfield.com		
Correspondent Name:	John L. Welch		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	John L. Welch		
SIGNATURE:	/johnlwelch/		
DATE SIGNED:	08/27/2015		

OP \$140.00 76596648

Total Attachments: 23

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A MASSACHUSETTS CORPORATION UNDER THE NAME OF "UNIDINE CORPORATION" TO A DELAWARE CORPORATION, FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF NOVEMBER, A.D. 2013, AT 2:33 O'CLOCK P.M.

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

5437368 8100V

131341371



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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0920309

DATE: 11-22-13

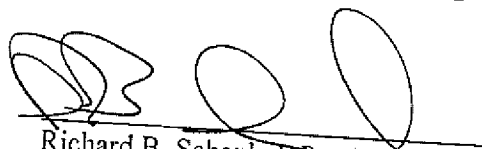
TRADEMARK
REEL: 005610 FRAME: 0622

**CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE CORPORATION
TO A DELAWARE CORPORATION**

(Pursuant to Section 265
of the Delaware General Corporation Law)

1. The jurisdiction where the Non-Delaware Corporation first formed is The Commonwealth of Massachusetts.
2. The date on which the Non-Delaware Corporation first formed is April 19, 2001.
3. The jurisdiction immediately prior to filing this Certificate is The Commonwealth of Massachusetts.
4. The name of the Non-Delaware Corporation immediately prior to filing this Certificate is Unidine Corporation.
5. The name of the Corporation as set forth in the Certificate of Incorporation being filed herewith in the State of Delaware is Unidine Corporation.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Non-Delaware Corporation has executed this Certificate on the 22nd day of November, 2013.


Richard B. Schenkel, President

Delaware

PAGE 2

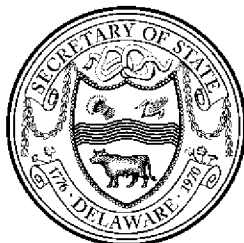
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF INCORPORATION OF "UNIDINE CORPORATION" FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF NOVEMBER, A.D. 2013, AT 2:33 O'CLOCK P.M.


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

5437368 8100V

131341371



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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0920309

DATE: 11-22-13

TRADEMARK
REEL: 005610 FRAME: 0624

CERTIFICATE OF INCORPORATION
OF
UNIDINE CORPORATION

FIRST: The name of this corporation is Unidine Corporation (the "Corporation").

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19081. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to provide food management services to healthcare facilities and others and to carry on any business or other activity which may be lawfully carried on by a corporation organized under the General Corporation Law of the State of Delaware, whether or not related to those referred to hereinabove.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 6,315,070 shares of Common Stock, \$.01 par value per share ("Common Stock"), and (ii) 2,295,306 shares of Preferred Stock, \$.01 par value per share ("Preferred Stock").

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

A. COMMON STOCK

1. General.

1.1 All preferences, voting powers, relative, participating, optional or other special rights and privileges, and qualifications, limitations, or restrictions of the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of any series or class of the Preferred Stock.

1.2 5,683,563 shares of Common Stock shall be designated as the "Common Stock (Voting)" (the "Common Stock (Voting)"), and 631,507 shares of Common Stock shall be designated as the "Common Stock (Non-Voting)" (the "Common Stock (Non-Voting)"). Except as otherwise provided by applicable law or herein, all shares of Common Stock (Voting) and Common Stock (Non-Voting) shall be identical in all respects and shall entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations and restrictions.

2. Voting Rights. Except as otherwise required by law or as set forth in this Certificate of Incorporation, any amendment or restatement thereof, each holder of Common Stock (Voting) shall have one vote in respect of each share of stock held by such stockholder of record on the books of the Corporation for the election of directors and on all

other matters submitted to a vote of stockholders of the Corporation, and the holders of Common Stock (Non-Voting) shall have no right to vote for the election of directors or on any other matters submitted to a vote of stockholders of the Corporation. Except as otherwise required by law or as set forth in this Certificate of Incorporation, as amended, or any amendment or restatement thereof, the holders of Common Stock (Voting) and Preferred Stock shall vote together as a single class on all matters submitted to the stockholders for a vote.

3. Dividends. Subject to the preferential rights and participation rights of the Preferred Stock, if any, the holders of shares of Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property or in shares of capital stock.

4. Dissolution, Liquidation or Winding Up. In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of any series of the Preferred Stock, the holders of Common Stock shall be entitled to receive all of the remaining assets of the Corporation of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively, unless otherwise provided by law or this Certificate of Incorporation, any amendment or restatement thereof, or in any Certificate of Vote of Directors Establishing a Class or Series of Stock with respect to any series of Preferred Stock.

B.

PREFERRED STOCK

1. Description of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, and Series G Preferred Stock. 265,003 shares of Preferred Stock shall be designated as the "Series A Preferred Stock" (the "Series A Preferred Stock"), 607,624 shares of Preferred Stock shall be designated as the "Series B Preferred Stock" (the "Series B Preferred Stock"), 133,513 shares of Preferred Stock shall be designated as the "Series C Preferred Stock" (the "Series C Preferred Stock"), 283,298 shares of Preferred Stock shall be designated as the "Series D Preferred Stock" (the "Series D Preferred Stock"), 534,412 shares of Preferred Stock shall be designated as the "Series E Preferred Stock" (the "Series E Preferred Stock"), 139,650 shares of Preferred Stock shall be designated as the "Series F Preferred Stock" (the "Series F Preferred Stock"), and 331,806 shares of Preferred Stock shall be designated as the "Series G Preferred Stock" (the "Series G Preferred Stock"). The rights, preferences, powers, privileges and restrictions, qualifications and limitations granted to or imposed upon the Corporation's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, and Series G Preferred Stock shall be as set forth in this Section 2 of this Article.

1.1

Voting Rights.

1.1.1 General. Each holder of shares of Preferred Stock shall be entitled to vote on all matters and shall be entitled to the number of votes equal to the largest number of shares of Common Stock (Voting) into which such shares of Preferred

Stock could be converted, pursuant to the provisions of paragraph 1.4 hereof, on the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, in accordance with the applicable provisions of the General Corporation Law of the State of Delaware. Except as otherwise expressly provided herein or as required by law, the holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock and Common Stock (Voting) shall vote together on matters and not as separate classes or series.

1.1.2 Written Consent. In any case in which an affirmative vote of the holders of record of a proportion of any class or series of capital stock is required under this Article, the written consent of the holders of record of such proportion of the shares of such class or series of shares of capital stock shall be deemed equivalent to such a vote, except in any case where a meeting and affirmative vote of the holders of record of such proportion of shares of such class or series of capital stock shall be required by law.

1.2

Dividends.

1.2.1 Participating Dividends. In the event that the Board of Directors of the Corporation shall declare a dividend payable on the then-outstanding shares of Common Stock (other than a dividend on the Common Stock payable solely in the form of additional shares of Common Stock), the holders of Preferred Stock shall be entitled to receive the amount of dividends per share of Preferred Stock as would be payable on the largest number of whole shares of Common Stock (Voting) into which shares of Preferred Stock could be converted pursuant to the provisions of this Certificate of Incorporation, as amended, such number being determining as of the record date for determining eligibility for such dividends.

1.2.2 Series A Accruing Dividends. The holders of Series A Preferred Stock shall be entitled to receive, out of funds legally available therefor, dividends at the rate per annum of \$.17 per share (as appropriately adjusted to reflect any split, stock dividend, combination, reclassification, or similar event affecting the Series A Preferred Stock) (the "Series A Accruing Dividends"). Series A Accruing Dividends shall accrue from day to day commencing on the Original Issue Date (as such term is hereinafter defined) of the Series A Preferred Stock, whether or not earned or declared, shall be cumulative and shall be payable on the last business day of each calendar quarter. If in any quarter the Corporation fails to pay the Series A Accruing Dividends when due, the dividend for such quarter shall increase by 100% to \$.34 per share (as appropriately adjusted to reflect any split, stock dividend, combination, reclassification, or similar event affecting the Series A Preferred Stock) and such Series A Accruing Dividends will continue to accrue at this rate until paid in full; provided, however, that the rate of the Series A Accruing Dividends shall not increase as set forth in the previous clause if (i) the Corporation's failure to pay such Series A Accruing Dividends is due to a prohibition contained in any subordination or intercreditor agreement with the holders of an unaffiliated third party and (ii) the holders of two-thirds of the then-outstanding shares of Series A Preferred Stock have waived in writing the application of any such increase.

Once such Series A Accruing Dividends have been paid in full, the Series A Accruing Dividends shall, from such date forward, be payable at the original rate per annum of \$.17 per share (as appropriately adjusted to reflect any split, stock dividend, combination, reclassification, or similar event affecting the Series A Preferred Stock). No dividend shall be declared or paid on the Common Stock or any other class or series of capital stock of the Corporation unless and until the full amount of all accrued and previously unpaid Series A Accruing Dividends on each outstanding share of Series A Preferred Stock for all periods since Original Issue Date of the Series A Preferred Stock are paid in full; provided, however, that this sentence shall not preclude simultaneous partial payments of the Series A Accruing Dividends, Series B Accruing Dividends, Series C Accruing Dividends, Series D Accruing Dividends, Series E Accruing Dividends, Series F Accruing Dividends, and Series G Accruing Dividends (as defined below) provided that such payments are made pro rata based on the relative sums of the accrued and unpaid dividends attributable to each such series.

1.2.3 Series B Accruing Dividends. The holders of Series B Preferred Stock shall be entitled to receive, out of funds legally available therefor, dividends at a rate per annum equal to \$76,085 divided by the number of shares of Series B Preferred stock issued and outstanding on the record date applicable to any such dividend (the "Series B Accruing Dividends"). Series B Accruing Dividends shall accrue from day to day commencing on the Original Issue Date of the Series B Preferred Stock, whether or not earned or declared, shall be cumulative and shall be payable on the last business day of each calendar quarter. If in any quarter, the Corporation fails to pay the Series B Accruing Dividends when due, the dividend for such quarter shall increase by 100% and such Series B Accruing Dividends will continue to accrue at this rate until paid in full; provided, however, that the rate of the Series B Accruing Dividends shall not increase as set forth in the previous clause if (i) the Corporation's failure to pay such Series B Accruing Dividends is due to a prohibition contained in any subordination or intercreditor agreement with the holders of an unaffiliated third party and (ii) the holders of two-thirds of the then-outstanding shares of Series B Preferred Stock have waived in writing the application of any such increase. Once such Series B Accruing Dividends have been paid in full, the Series B Accruing Dividends shall, from such date forward, be payable at the original rate per annum. No dividend shall be declared or paid on the Common Stock or any other class or series of capital stock of the Corporation unless and until the full amount of all accrued and previously unpaid Series B Accruing Dividends on each outstanding share of Series B Preferred Stock are paid in full; provided, however, that this sentence shall not preclude simultaneous partial payments of the Series A Accruing Dividends, Series B Accruing Dividends, Series C Accruing Dividends, Series D Accruing Dividends, Series E Accruing Dividends, Series F Accruing Dividends, and Series G Accruing Dividends, provided that such payments are made pro rata based on the relative sums of the accrued and unpaid dividends attributable to each such series.

1.2.4 Series C Accruing Dividends. The holders of Series C Preferred Stock shall be entitled to receive, out of funds legally available therefor, dividends at a rate per annum equal to \$55,800 divided by the number of shares of Series C Preferred stock issued and outstanding on the record date applicable to any such

dividend (the "Series C Accruing Dividends"). Series C Accruing Dividends shall accrue from day to day commencing on the Original Issue Date of the Series C Preferred Stock, whether or not earned or declared, shall be cumulative and shall be payable on the last business day of each calendar quarter. If in any quarter the Corporation fails to pay the Series C Accruing Dividends when due, the dividend for such quarter shall increase by 100% and such Series C Accruing Dividends will continue to accrue at this rate until paid in full; provided, however, that the rate of the Series C Accruing Dividends shall not increase as set forth in the previous clause if (i) the Corporation's failure to pay such Series C Accruing Dividends is due to a prohibition contained in any subordination or intercreditor agreement with the holders of an unaffiliated third party and (ii) the holders of two-thirds of the then-outstanding shares of Series C Preferred Stock have waived in writing the application of any such increase. Once such Series C Accruing Dividends have been paid in full, the Series C Accruing Dividends shall, from such date forward, be payable at the original rate per annum. No dividend shall be declared or paid on the Common Stock or any other class or series of capital stock of the Corporation unless and until the full amount of all accrued and previously unpaid Series C Accruing Dividends on each outstanding share of Series C Preferred Stock are paid in full; provided, however, that this sentence shall not preclude simultaneous partial payments of the Series A Accruing Dividends, Series B Accruing Dividends, Series C Accruing Dividends, Series D Accruing Dividends, Series E Accruing Dividends, Series F Accruing Dividends, and Series G Accruing Dividends, provided that such payments are made pro rata based on the relative sums of the accrued and unpaid dividends attributable to each such series.

1.2.5 Series D Accruing Dividends. The holders of Series D Preferred Stock shall be entitled to receive, out of funds legally available therefor, dividends at a rate per annum equal to \$102,300 divided by the number of shares of Series D Preferred stock issued and outstanding on the record date applicable to any such dividend (the "Series D Accruing Dividends"). Series D Accruing Dividends shall accrue from day to day commencing on the Original Issue Date of the Series D Preferred Stock, whether or not earned or declared, shall be cumulative and shall be payable on the last business day of each calendar quarter. If in any quarter the Corporation fails to pay the Series D Accruing Dividends when due, the dividend for such quarter shall increase by 100% and such Series D Accruing Dividends will continue to accrue at this rate until paid in full; provided, however, that the rate of the Series D Accruing Dividends shall not increase as set forth in the previous clause if (i) the Corporation's failure to pay such Series D Accruing Dividends is due to a prohibition contained in any subordination or intercreditor agreement with the holders of an unaffiliated third party and (ii) the holders of two-thirds of the then-outstanding shares of Series D Preferred Stock have waived in writing the application of any such increase. Once such Series D Accruing Dividends have been paid in full, the Series D Accruing Dividends shall, from such date forward, be payable at the original rate per annum. No dividend shall be declared or paid on the Common Stock or any other class or series of capital stock of the Corporation unless and until the full amount of all accrued and previously unpaid Series D Accruing Dividends on each outstanding share of Series D Preferred Stock are paid in full; provided, however, that this sentence shall not preclude simultaneous partial payments of the Series A Accruing

Dividends, Series B Accruing Dividends, Series C Accruing Dividends, Series D Accruing Dividends, Series E Accruing Dividends, Series F Accruing Dividends, and Series G Accruing Dividends, provided that such payments are made pro rata based on the relative sums of the accrued and unpaid dividends attributable to each such series.

1.2.6 Series E Accruing Dividends. The holders of Series E Preferred Stock shall be entitled to receive, out of funds legally available therefor, dividends at a rate per annum equal to \$148,800 divided by the number of shares of Series E Preferred stock issued and outstanding on the record date applicable to any such dividend (the "Series E Accruing Dividends"). Series E Accruing Dividends shall accrue from day to day commencing on the Original Issue Date of the Series E Preferred Stock, whether or not earned or declared, shall be cumulative and shall be payable on the last business day of each calendar quarter. If in any quarter the Corporation fails to pay the Series E Accruing Dividends when due, the dividend for such quarter shall increase by 100% and such Series E Accruing Dividends will continue to accrue at this rate until paid in full; provided, however, that the rate of the Series E Accruing Dividends shall not increase as set forth in the previous clause if (i) the Corporation's failure to pay such Series E Accruing Dividends is due to a prohibition contained in any subordination or intercreditor agreement with the holders of an unaffiliated third party and (ii) the holders of two-thirds of the then-outstanding shares of Series E Preferred Stock have waived in writing the application of any such increase. Once such Series E Accruing Dividends have been paid in full, the Series E Accruing Dividends shall, from such date forward, be payable at the original rate per annum. No dividend shall be declared or paid on the Common Stock or any other class or series of capital stock of the Corporation unless and until the full amount of all accrued and previously unpaid Series E Accruing Dividends on each outstanding share of Series E Preferred Stock are paid in full; provided, however, that this sentence shall not preclude simultaneous partial payments of the Series A Accruing Dividends, Series B Accruing Dividends, Series C Accruing Dividends, Series D Accruing Dividends, Series E Accruing Dividends, Series F Accruing Dividends, and Series G Accruing Dividends, provided that such payments are made pro rata based on the relative sums of the accrued and unpaid dividends attributable to each such series.

1.2.7 Series F Accruing Dividends. The holders of Series F Preferred Stock shall be entitled to receive, out of funds legally available therefor, dividends at a rate per annum equal to \$36,090 divided by the number of shares of Series F Preferred stock issued and outstanding on the record date applicable to any such dividend (the "Series F Accruing Dividends"). Series F Accruing Dividends shall accrue from day to day commencing on the Original Issue Date of the Series F Preferred Stock, whether or not earned or declared, shall be cumulative and shall be payable on the last business day of each calendar quarter. If in any quarter the Corporation fails to pay the Series F Accruing Dividends when due, the dividend for such quarter shall increase by 100% and such Series F Accruing Dividends will continue to accrue at this rate until paid in full; provided, however, that the rate of the Series F Accruing Dividends shall not increase as set forth in the previous clause if (i) the Corporation's failure to pay such Series F Accruing Dividends is due to a prohibition contained in any subordination or intercreditor agreement with the holders of an unaffiliated third party and (ii) the holders

of two-thirds of the then-outstanding shares of Series F Preferred Stock have waived in writing the application of any such increase. Once such Series F Accruing Dividends have been paid in full, the Series F Accruing Dividends shall, from such date forward, be payable at the original rate per annum. No dividend shall be declared or paid on the Common Stock or any other class or series of capital stock of the Corporation unless and until the full amount of all accrued and previously unpaid Series F Accruing Dividends on each outstanding share of Series F Preferred Stock are paid in full; provided, however, that this sentence shall not preclude simultaneous partial payments of the Series A Accruing Dividends, Series B Accruing Dividends, Series C Accruing Dividends, Series D Accruing Dividends, Series E Accruing Dividends, Series F Accruing Dividends, and Series G Accruing Dividends, provided that such payments are made pro rata based on the relative sums of the accrued and unpaid dividends attributable to each such series.

1.2.8 Series G Accruing Dividends. The holders of Series G Preferred Stock shall be entitled to receive, out of funds legally available therefor, dividends at a rate per annum equal to \$70,057 divided by the number of shares of Series G Preferred stock issued and outstanding on the record date applicable to any such dividend (the "Series G Accruing Dividends"). Series G Accruing Dividends shall accrue from day to day commencing on the Original Issue Date of the Series G Preferred Stock, whether or not earned or declared, shall be cumulative and shall be payable on the last business day of each calendar quarter. If in any quarter the Corporation fails to pay the Series G Accruing Dividends when due, the dividend for such quarter shall increase by 100% and such Series G Accruing Dividends will continue to accrue at this rate until paid in full; provided, however, that the rate of the Series G Accruing Dividends shall not increase as set forth in the previous clause if (i) the Corporation's failure to pay such Series G Accruing Dividends is due to a prohibition contained in any subordination or intercreditor agreement with the holders of an unaffiliated third party and (ii) the holders of two-thirds of the then-outstanding shares of Series G Preferred Stock have waived in writing the application of any such increase. Once such Series G Accruing Dividends have been paid in full, the Series G Accruing Dividends shall, from such date forward, be payable at the original rate per annum. No dividend shall be declared or paid on the Common Stock or any other class or series of capital stock of the Corporation unless and until the full amount of all accrued and previously unpaid Series G Accruing Dividends on each outstanding share of Series G Preferred Stock are paid in full; provided, however, that this sentence shall not preclude simultaneous partial payments of the Series A Accruing Dividends, Series B Accruing Dividends, Series C Accruing Dividends, Series D Accruing Dividends, Series E Accruing Dividends, Series F Accruing Dividends, and Series G Accruing Dividends, provided that such payments are made pro rata based on the relative sums of the accrued and unpaid dividends attributable to each such series.

1.3

Liquidation Rights.

1.3.1 Treatment at Liquidation, Dissolution or Winding Up.

(a) The Preferred Stock shall be preferred as to assets over the Common Stock of the Corporation solely with respect to accrued but unpaid dividends on the Preferred Stock. In the event of any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, or in the event of its insolvency, the holders of Preferred Stock shall be entitled to an amount equal to all accrued and unpaid dividends, including, without limitation, the Series A Accruing Dividends, the Series B Accruing Dividends, the Series C Accruing Dividends, the Series D Accruing Dividends, the Series E Accruing Dividends, the Series F Accruing Dividends, and the Series G Accruing Dividends, as the case may be, thereon, whether or not declared, up to and including the date full payment shall be tendered to the holders of the Preferred Stock with respect to such liquidation, dissolution or winding up. As to distributions upon liquidation, dissolution or winding-up of the Corporation, the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, and Series G Preferred Stock shall rank senior to any other class or series of capital stock from time to time created other than (i) any other class or series of Preferred Stock hereafter duly issued by the Corporation which, by its terms, is designated as ranking senior to the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock, the Series F Preferred Stock, and the Series G Preferred Stock in respect of any liquidation, dissolution or winding-up of the Corporation ("Senior Stock") and (ii) any other series of Preferred Stock hereafter duly issued by the Corporation which, by its terms, is designated as ranking on a parity with the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, the Series E Preferred Stock, the Series F Preferred Stock, and the Series G Preferred Stock in respect of any liquidation, dissolution or winding-up of the Corporation ("Parity Stock"). After such payments shall have been made in full to the holders of the Senior Stock or funds necessary for such payments shall have been set aside by the Corporation in trust for the account of the holders of Senior Stock, the remaining assets available for distribution shall be applied towards the payments of the preferential amounts required to be paid to the holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock and Parity Stock pursuant to this paragraph 1.3.1 and any comparable provisions with respect to Parity Stock.

(b) If, upon any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, the assets legally available for distribution among the holders of the Preferred Stock and Parity Stock shall be insufficient to permit payment to such holders of the full preferential amount as provided for above, then such holders shall share ratably in any distribution of available assets according to the respective amounts which would otherwise be

payable with respect to the shares of Preferred Stock and Parity Stock held by them upon such liquidating distribution if all amounts payable on or with respect to said shares were paid in full, based upon the aggregate liquidation value of the Preferred Stock and Parity Stock.

(c) After such payment shall have been made in full to the holders of the Preferred Stock and Parity Stock, or funds necessary for such payment shall have been set aside by the Corporation in trust for the account of holders of the Preferred Stock and Parity Stock so as to be available solely for such payment, the remaining assets available for distribution shall be distributed ratably among the holders of the Common Stock and the Preferred Stock (calculated on an as-converted basis).

(d) The amounts to be paid or set aside for payment as provided above in this paragraph 1.3 shall be proportionately increased or decreased in inverse relation to the change in the number of outstanding shares resulting from any consolidation or combination of capital stock, stock-split, stock dividend, subdivision of shares, reorganization, recapitalization, reclassification or similar event.

1.3.2 Cash-Out Election. For purposes of this paragraph 2.3 any of the following transactions shall be deemed to be a liquidation, dissolution or winding up: (1) a consolidation or merger of the Corporation with and into any other corporation or corporations and (2) a sale of all or substantially all of the assets of the Corporation; provided, however, that no such transaction shall be deemed to be a liquidation, dissolution or winding up for purposes of this paragraph unless an election to do so shall have been approved by an affirmative vote of holders of record of at least a majority of the shares of Preferred Stock and Parity Stock then outstanding.

1.3.3 Distributions Other than Cash. Whenever the distribution provided for in this paragraph 1.3 shall be payable in property other than 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 of the Corporation. In the event of any dispute between the holders of the Preferred Stock and Parity Stock and the Corporation regarding the determination of fair market value, at the option of the holders of at least two-thirds of the outstanding shares of Preferred Stock and Parity Stock, the Corporation shall engage a consulting firm or investment banking firm selected by the holders of at least two-thirds of the outstanding shares of Preferred Stock and Parity Stock to prepare an independent appraisal of the fair market value of such property to be distributed. The expenses of any such appraisal shall be borne by the Corporation.

1.4 Conversion Rights.

1.4.1 General. Subject to the terms and provisions of this paragraph, each holder of record of shares of a series of Preferred Stock may, at any time, upon surrender to the Corporation of the certificates therefor at the principal office of the Corporation or at such other place as the Corporation shall designate, convert all or any

part of such holder's shares of such series of Preferred Stock into such number of fully paid and non-assessable shares of Common Stock (Voting) as is determined by dividing \$1.00 by the applicable Conversion Price of such series (as defined below) in effect at the time of conversion. As of the date that each Series of Preferred Stock was first issued (with respect to each such Series, and with reference to the shares that were converted into the shares of such Series in connection with the conversion of the Corporation into a Delaware corporation, the "Original Issue Date") the "Conversion Price" was (or shall be) initially \$1.00, in each case subject to adjustment following the applicable Original Issue Date as hereinafter provided. For sake of clarity, the Original Issue Date of each Series of Preferred Stock is as follows: (i) April 27, 2005 with respect to the Series A Preferred Stock, (ii) March 30, 2006 with respect to 395,801 shares of Series B Preferred Stock represented by stock certificates number PB-001 through PB-003 outstanding on the date hereof as well as 8,173 shares of Series B Preferred Stock represented by stock certificate number PB-010 outstanding on the date hereof, and December 28, 2006 with respect to 199,007 shares of Series B Preferred Stock represented by stock certificates number PB-006 through PB-008 outstanding on the date hereof as well as 4,643 shares of Series B Preferred Stock represented by stock certificate number PB-010 outstanding on the date hereof, (iii) September 24, 2007 with respect to the Series C Preferred Stock, (iv) June 20, 2008 with respect to the Series D Preferred Stock, (v) April 5, 2010 with respect to the Series E Preferred Stock, (vi) October 6, 2011 with respect to the Series F Preferred Stock and (viii) July 9, 2012 with respect to the Series G Preferred Stock.

1.4.2 Adjustments to Conversion Price. The number of shares of Common Stock (Voting) into which each share of Preferred Stock may be converted shall be subject to the following adjustments:

(a) Upon Dilutive Issuances of Common Stock or Common Stock Equivalents. While there are any shares of a series of Preferred Stock outstanding, if the Corporation shall issue or sell, or shall be deemed to issue or sell (a "Subsequent Equity Issuance"), any shares of its Common Stock or Common Stock Equivalents at any time after the Original Issue Date for such series, except for shares issued upon conversion of Preferred Stock or except as set forth in subparagraph 1.4.2(c), (d) or (e), then the applicable Conversion Price of such series shall be reduced, concurrently with such issue, to ensure that immediately following such Subsequent Equity Issuance the applicable series of Preferred Stock is convertible into such number of fully paid and non-assessable shares of Common Stock (Voting) as would allow each holder of such series of Preferred Stock to maintain his, her or its Proportionate Interest (as defined below) in the Corporation represented by ownership in such series as of immediately prior to the Subsequent Equity Issuance. For purposes hereof, the term "Proportionate Interest" for each holder of shares of the applicable series of Preferred Stock shall mean the ratio of (a) the number of Fully Diluted Shares (as defined below) of the Corporation represented by shares of the applicable series of Preferred Stock owned by such holder of Preferred Stock immediately prior to the Subsequent Equity Issuance to (b) the total number of Fully Diluted Shares as of immediately prior to such Subsequent Equity Issuance. "Fully Diluted Shares" shall mean issued and outstanding shares of Common Stock, and shares of

Common Stock issuable upon conversion or exchange of outstanding securities convertible into or exchangeable for shares of Common Stock, and any shares of Common Stock issuable upon exercise of outstanding warrants, options, subscriptions or purchase rights; provided, however, Fully Diluted Shares shall exclude any securities issued under any of the circumstances set forth in subparagraph 1.4.2(c) below.

As used herein, the term "Common Stock Equivalents" includes any securities convertible into or exchangeable for shares of Common Stock, or any warrants, options, subscriptions or purchase rights with respect to such convertible or exchangeable securities, whether or not exercisable upon issuance.

(b) Deemed Issuances. For the purposes of this subparagraph 1.4.2, if the Corporation shall issue any warrants, options, subscription or purchase rights (collectively "rights") with respect to shares of Common Stock, or any Common Stock Equivalents (except for rights to purchase or acquire shares as set forth particularly in subparagraph 1.4.2(d)), the maximum total number of shares of Common Stock issuable upon exercise of such rights or the exchange and conversion of such Common Stock Equivalents shall thereupon be deemed to have been issued and to be outstanding. No further adjustment of the Conversion Price adjusted upon the issuance of such rights shall be made as a result of the actual issuance of shares of Common Stock on the exercise of any such rights or the exchange and conversion of such Common Stock Equivalents. If the provision of any rights described in this subparagraph 1.4.2 with respect to the number of shares purchasable change so that the number of shares purchasable thereunder increase, any adjustment previously made hereunder for such rights with respect to Preferred Stock not yet converted shall be readjusted as of the date of issuance of such rights to such as would have been obtained on the basis of the rights as modified by such change (except for the operation of any anti-dilutive provisions thereof).

(c) Exceptions to Anti-Dilution. Anything herein notwithstanding, no adjustments in the number of shares of Common Stock (Voting) deliverable upon conversion of the Preferred Stock as set forth in paragraph 1.4.2(a) shall be made by reason of or in connection with (i) the issuance or deemed issuance of up to 631,507 shares of Common Stock (Non-Voting), subject to adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Common Stock), to employees or directors of, or consultants to, the Corporation pursuant to employee stock options agreements, employee stock option or stock purchase plans or other arrangements adopted by the Board of Directors of the Corporation, whether issued before or after the Original Issue Date of the applicable Series of Preferred Stock (provided that any options, rights, or warrants for such shares that expire or terminate unexercised or any restricted stock repurchased by the Corporation at cost shall not be counted toward such maximum number unless and until such shares are regranted as new stock grants (or new options, rights, or warrants) pursuant to the terms of any such agreement, plan or arrangement), (ii) the

issuance of shares of Common Stock (Voting) issued upon conversion of any Preferred Stock, (iii) the issuance of securities in connection with an Acquisition (as defined below) of an unrelated business entity operating in the Corporation's industry, (iv) the issuance of securities in connection with a debt or equity financing to the extent, and only to the extent, that the Corporation uses the cash it receives in such financing as cash consideration payable at the closing of an Acquisition by the Corporation (and it shall be deemed for such purposes that any cash paid at the closing of such Acquisition shall be cash actually received in such financing, to the extent cash paid at the closing of such Acquisition does not exceed the amount of such financing) of an unrelated business entity operating in the Corporation's industry if, and only if, the Corporation has signed a definitive purchase and sale agreement within 60 days of the closing of such debt or equity financing and the Acquisition contemplated by such purchase and sale agreement is closed within 60 days of such signing, and (v) in connection with any issuance of securities as to which the holders of two-thirds of the then outstanding shares of Preferred Stock have first waived in writing the application of any adjustment.

For purposes of this subparagraph 1.4.2(c), an "Acquisition" shall mean the acquisition by the Corporation (by merger, consolidation or otherwise) of the equity securities of another entity, or all or substantially all of the assets of another entity, in exchange for (i) cash, (ii) equity securities of the Corporation or (iii) any combination of (i) and (ii) above.

(d) Changes in Common Stock: Capital Reorganization or Reclassification. If the Corporation shall subdivide the outstanding shares of Common Stock into a greater number of shares of Common Stock or combine the outstanding shares of Common Stock into a lesser number of shares, or issue additional shares of Common Stock as a dividend or other distribution on its Common Stock, or reorganize or reclassify its shares of Common Stock into any other shares of the Corporation, the Conversion Price of each share of Preferred Stock shall be adjusted so that the holder of the shares of Preferred Stock thereafter surrendered for conversion shall be entitled to receive for each share of Preferred Stock the number of shares of Common Stock (Voting) which such holder would have owned or been entitled to receive after the happening of any of the events describe above if such holder's Preferred Stock had been converted immediately prior to the happening of such event, such adjustment to become effective concurrently with effectiveness of such event.

(e) Merger, Consolidation or Sales of Assets. If there shall be a merger or consolidation of the Corporation with or into another corporation, or the sale of all or substantially all of the Corporation's capital stock or assets to any other person, then as a part of such transaction, provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of the Preferred Stock the number of shares of stock or other securities or property of the Corporation, or of the successor corporation resulting from the merger, consolidation or sale, to which such holder would have been entitled if such holder had converted its shares of Preferred Stock immediately prior thereto.

In any such case, appropriate adjustment shall be made in the application of the provisions of this paragraph 1.4 to the end that the provisions of this paragraph 1.4 shall be applicable after that event in as nearly equivalent a manner as may be practicable.

1.4.3 Automatic Conversion. All outstanding shares of Preferred Stock shall be deemed automatically converted into such number of shares of Common Stock (Voting) as are determined in accordance with subparagraph 1.4 hereof immediately upon the earliest of (A) the closing of an underwritten public offering of the Common Stock of the Corporation on a firm commitment basis pursuant to an effective registration statement filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, in which the proceeds to the Corporation are at least \$20,000,000 or (B) the approval, set forth in a written notice to the Corporation, of the holders of at least two-thirds of the then-outstanding shares of Series A Preferred Stock, at least two-thirds of the then-outstanding shares of Series B Preferred Stock, at least two-thirds of the then-outstanding shares of Series C Preferred Stock, at least two-thirds of the then-outstanding shares of Series D Preferred Stock, at least two-thirds of the then-outstanding shares of Series E Preferred Stock, at least two-thirds of the then-outstanding shares of Series F Preferred Stock, and at least two-thirds of the then-outstanding shares of Series G Preferred Stock, each voting as a separate class, of an election to convert the Preferred Stock into Common Stock, (each an "Automatic Conversion Event"). On or after the date of occurrence of an Automatic Conversion Event, and in any event within ten (10) days after receipt of notice, by mail, postage prepaid from the Corporation of the occurrence of such event, each holder of record of shares of Preferred Stock shall surrender such holder's certificates evidencing such shares at the principal office of the Corporation or at such other place as the Corporation shall designate, and shall thereupon be entitled to receive certificates evidencing the number of shares of Common Stock (Voting) into which such shares of Preferred Stock are converted. Immediately upon the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the shares of Common Stock (Voting) issuable upon such conversion and to be a creditor of the Corporation with respect to any cash amount to be distributed to such holder under subparagraph 1.4.6 and no shares of Preferred Stock shall be considered outstanding, without any further action, by the holders of such shares and whether or not the certificates representing such shares of Preferred Stock are surrendered to the Corporation or its transfer agent. All accrued and unpaid dividends on Preferred Stock shall be paid in cash upon the occurrence of an Automatic Conversion Event.

1.4.4 Notice of Adjustment. Upon any adjustment of the Conversion Price of the number of shares into which Preferred Stock may be converted, then in each such case the Corporation shall give written notice within thirty (30) days of the occurrence of the adjustment, addressed to each registered holder of Preferred Stock at the address of such holder as shown on the records of the Corporation. Such notice shall be prepared by independent public accountants and shall state the Conversion Price resulting from such adjustment and the increase or decrease, if any, in the number of shares issuable upon the conversion of Preferred Stock, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

1.4.5 Exercise of Conversion Privilege. To exercise its conversion privilege, a holder of Preferred Stock shall surrender the certificate or certificates representing the shares being converted to the Corporation at its principal office, and shall give written notice to the Corporation at that office that such holder elects to convert such shares. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock (Voting) issuable upon conversion shall be issued. The certificate or certificates for shares of Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Corporation or in blank. As promptly as practicable after the date when such written notice is received by the Corporation (the "Conversion Date"), the Corporation shall issue and deliver to the holder of the shares of Preferred Stock being converted, or on its written order, such certificate or certificates as it may request for the number of whole shares of Common Stock (Voting) issuable upon the conversion of such shares of Preferred Stock in accordance with the provisions of this paragraph 1.4, and cash, as provided in subparagraph 1.4.6, in respect of any fraction of a share of Common Stock (Voting) issuable upon such conversion. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of the holder as holder of the converted shares of Preferred Stock shall cease and the person(s) in whose name(s) any certificate(s) for shares of Common Stock (Voting) shall be issuable shall be deemed to have become the holder or holders of record of the shares of Common Stock (Voting) represented thereby.

1.4.6 Cash in Lieu of Fractional Shares. No fractional shares of Common Stock (Voting) shall be issued upon the conversion of shares of Preferred Stock. Instead of any fractional shares of Common Stock (Voting) which would otherwise be issuable upon conversion of Preferred Stock, the Corporation shall pay to the holder of the shares of Preferred Stock which were converted a cash adjustment in respect of such fractional shares in an amount equal to the same fraction of the fair market value per share of the Common Stock (Voting) (as determined in a reasonable manner prescribed by the Board of Directors) at the close of business on the conversion date. The determination as to whether or not any fractional shares are issuable shall be based upon the aggregate number of shares of Preferred Stock being converted at any one time by any holder thereof, not upon each share of Preferred Stock being converted at any one time by any holder thereof.

1.5 Covenants.

1.5.1 Reservation of Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued Common Stock (Voting) the full number of shares of Common Stock (Voting) deliverable upon the conversion of all the then outstanding shares of Preferred Stock and shall take all such action and obtain all such permits or orders as may be necessary to enable the Corporation lawfully to issue such Common Stock (Voting) upon the conversion of Preferred Stock.

1.5.2 Notices of Records Date. In the event of

(a) 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 any rights to subscribe for, purchase or otherwise acquire any shares of capital stock of any class or any other securities of property, or to receive any other right; or

(b) any capital reorganization of the Corporation, any reclassification or recapitalization of the capital stock of the Corporation, any merger or consolidation of the Corporation, or any transfer of all or substantially all of the assets of the Corporation to any other corporation, or any other entity or person, or

(c) any voluntary or involuntary dissolution, liquidation or winding up of the Corporation,

then and in each such event the Corporation shall deliver or cause to be delivered to each holder of Preferred Stock a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right and a description of such dividend, distribution or right, (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (iii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up. Such notice shall be delivered by facsimile transmission, electronic transmission, hand delivery or overnight courier to the holders of the Preferred Stock at the address given to the Corporation at least ten (10) business days prior to the date specified in such notice on which such action is to be taken, except in the case of an involuntary dissolution, which notice shall be provided within three (3) days following the date upon which the Corporation receives notice of such event.

1.5.3 Closing of Books. The Corporation shall at no time close its transfer of books against the transfer of any Preferred Stock or of any shares of Common Stock (Voting) issued or issuable upon the conversion of any shares of Preferred Stock in any manner which interferes with the timely conversion or transfer of the Preferred Stock or Common Stock (Voting).

1.6 Restrictions and Limitations.

1.6.1 In each case for so long as at least 50% of the shares of relevant Series of Preferred Stock shall remain outstanding (subject to adjustment in the event of a stock split, stock dividend, combination, reclassification, or similar event affecting the Preferred Stock), the Corporation shall not, without the prior written consent of the holders of at least two-thirds of the then outstanding shares of Series A Preferred

Stock, at least two-thirds of the then outstanding shares of Series B Preferred Stock, at least two-thirds of the then-outstanding shares of Series C Preferred Stock, at least two-thirds of the then-outstanding shares of Series D Preferred Stock, at least two-thirds of the then-outstanding shares of Series E Preferred Stock, at least two-thirds of the then-outstanding shares of Series F Preferred Stock, and at least two-thirds of the then-outstanding shares of Series G Preferred Stock, each voting as a separate class, which consent shall not be unreasonably withheld:

- (a) alter or change the powers, preferences, or special rights of any class of Preferred Stock so as to affect them adversely;
- (b) increase or decrease the par value of any class of Preferred Stock;
- (c) increase or decrease the aggregate number of authorized shares, or issue any additional shares, of any class of Preferred Stock;
- (d) reclassify any capital stock of the Corporation into shares having any preference or priority superior to or on a parity with any preference or priority of the Preferred Stock;
- (e) create, authorize or issue any other class or classes of stock or series of Common Stock or Preferred Stock or any security convertible into or evidencing the right to purchase shares of any class or series of Common Stock or Preferred Stock or any capital stock of the Corporation senior to or in parity with the Preferred Stock in any respect; or
- (f) declare or pay any dividend on any shares of capital stock other than the Preferred Stock, except for dividends payable on the Common Stock solely in the form of additional shares of Common Stock.

1.6.2 So long as USB Focus Fund XV, LLC; USB Focus Fund XVI, LLC; USB Focus Fund XVII, LLC; USB Focus Fund XVIII, LLC; USB Focus Fund XXI, LLC; USB Focus Fund XXII, LLC; USB Focus Fund XXIV, LLC; USB Focus Fund XXVI, LLC; Kathryn C. Laing; Leon Okurowski; Willard L. Umphrey; Jennifer Dougherty; and Lawrie Okurowski, collectively, hold and/or otherwise retain the right to vote at least a majority of the outstanding Preferred Stock, the Corporation shall not, without the consent of at least a majority of the outstanding shares of Preferred Stock:

- (a) incur additional indebtedness of the Corporation, including drawdowns on the revolving and term credit facilities under the Credit Agreement, dated on or about November 26, 2013, by and among the Corporation, GCI Capital Markets LLC and the other parties thereto (the "Credit Agreement"), other than (i) drawdowns on the Revolving Loan (as defined in the Credit Agreement) under the Credit Agreement (not to exceed the initial principal amount of \$5,000,000 in the aggregate); (ii) drawdown of the Term A Loan (as defined in the Credit Agreement) under the Credit Agreement in the amount of

the initial principal amount of \$39,500,000, the proceeds of which will be used for payment of the outstanding debt held by FCC, LLC d/b/a First Growth Capital and USB Focus Fund XXI, LLC; USB Focus Fund XXII, LLC; and USB Focus Fund XXIV, LLC and payment of Corporation expenses; (ii) drawdown of the Term B Loan (as defined in the Credit Agreement) under the Credit Agreement (not to exceed the initial principal amount of \$8,250,000 in the aggregate), the proceeds of which will be used for repayment of the indebtedness of the Corporation to USB Focus Fund XXVI, LLC (including any prepayment premium and the subordination premium set forth below) and funds certain related expenses of the Corporation; (iii) drawdown of the Term C Loan (as defined in the Credit Agreement) under the Credit Agreement (not to exceed the initial principal amount of \$5,000,000 in the aggregate) for purposes of refinancing the Revolving Loan under the Credit Agreement; (iv) protective advances as set forth in Section 2.9 of the Credit Agreement (v) any such fees and expenses as may be imposed on the Corporation by the Lenders and added to the principal balance of the Revolving Loan, the Term A Loan, the Term B Loan and/or the Term C Loan pursuant to the terms of Credit Agreement (but without prejudice to the limitations on the use of proceeds of such loans as set forth above, and in no event shall this clause (v) be deemed to permit the incurrence of any Incremental Loans (as defined in the Credit Agreement) without the consent of the holders of Preferred Stock); (vi) current liabilities of the Corporation not for borrowed money and incurred in the ordinary course of business; (vii) loans obtained by the Corporation solely for the purchase or lease of equipment which are secured solely by such equipment;

(b) authorize or issue any additional voting securities (including by reclassification of existing non-voting securities) of the Corporation, or authorize or issue any class or series of stock that is pari passu with or senior to any series of Preferred Stock in right to dividends or other distributions;

(c) amend the Corporation's Certificate of Incorporation or Bylaws;

(d) redeem, repurchase or otherwise acquire any shares of capital stock of the Corporation (other than shares originally issued under any equity incentive plan of the Corporation pursuant to the terms of such plan or grant, and not including any shares issued under any such plan to Richard Schenkel (either directly or indirectly to any trust or similar vehicle under his control or for his benefit)); or

(e) consummate, or agree to consummate, whether by a single transaction or series of transactions, any sale of any material assets of the Corporation outside of the ordinary course of business, or any acquisition of the securities or assets of any other business.

FIFTH: Subject to any additional vote required by the Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

SIXTH: Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

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

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

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of the State of Delaware or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended.

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

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law of the State of Delaware permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of the State of Delaware. Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

ELEVENTH: The names and mailing addresses of the persons who are elected to serve as directors, until the first annual meeting of stockholders or until their successors are elected and qualify, are as follows:

Name

Mailing Address

Richard Schenkel

c/o Unidine Corporation
1000 Washington Street, Suite 510
Boston, MA 02118-2798

Willard L. Umphrey

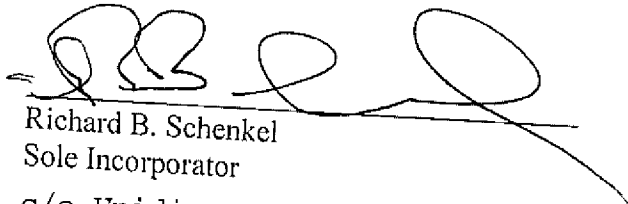
c/o Pear Tree Partners, LP
55 Old Bedford Road
Lincoln, MA 01773

Kathryn C. Laing

c/o Pear Tree Partners, LP
55 Old Bedford Road
Lincoln, MA 01773

[Remainder of Page Intentionally Left Blank]

I, **THE UNDERSIGNED**, being the sole incorporator hereinabove named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 22nd day of November, 2013.

A handwritten signature in black ink, appearing to read 'RBS', is written over a horizontal line. The signature is stylized and cursive.

Richard B. Schenkel
Sole Incorporator

c/o Unidine Corporation
100 Washington Street
Suite 510
Boston, MA 02118-2798