

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361210

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Decision Intelligence, Incorporated		10/26/2015	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clario, Inc.		
<b>Street Address:</b>	7685 Golden Triangle Dr.		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3463638	CLARIO	
<b>Registration Number:</b>	3553866	CLARIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6126428207		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-672-8385		
<b>Email:</b>	debra.dix@maslon.com		
<b>Correspondent Name:</b>	Eran Kahana		
<b>Address Line 1:</b>	90 South 7th Street, Ste 3300		
<b>Address Line 2:</b>	Maslon LLP		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	20151380		
<b>NAME OF SUBMITTER:</b>	Eran Kahana		
<b>SIGNATURE:</b>	/Eran Kahana/		
<b>DATE SIGNED:</b>	11/04/2015		
<b>Total Attachments: 8</b>			
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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
OF  
DECISION INTELLIGENCE, INCORPORATED**

The undersigned President and CEO of Decision Intelligence, Incorporated, a corporation existing under the Minnesota Business Corporation Act (the "Company"), hereby certifies that the following Amended and Restated Articles of Incorporation (the "Restated Articles") were authorized and proposed for adoption by a majority shareholder on October 11, 2015, and adopted by the shareholders of the Company on October 20, 2015, pursuant to the provisions of the Minnesota Business Corporation Act.

1. The name of the Company is Clario, Inc.
2. The Company's Articles of Incorporation are hereby amended and restated in their entirety to read as follows:

**ARTICLE 1  
NAME**

The name of the Company is: Clario, Inc.

**ARTICLE 2  
REGISTERED OFFICE**

The address of the registered office of the Company is: 7684 Golden Triangle Dr. Eden Prairie, Minnesota 55344.

**ARTICLE 3  
PURPOSE**

The purpose of this Company is to engage in any lawful act or activity for which the Company may be organized under the Minnesota Business Corporation Act.

**ARTICLE 4  
CAPITAL**

4.1 Authorized Capital Stock. The total number of shares of all classes of stock that the Company has authority to issue is 104,000,000 shares, consisting of (a) 100,000,000 shares of common stock (the "Common Stock"), and (b) 4,000,000 shares of preferred stock (the "Preferred Stock"). Subject to Section 6.2.2 hereof, the Board may issue Preferred Stock from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers and preferences as established by the Board, and the qualifications and limitations with respect thereto, as stated or expressed herein.

4.2 Definitions. For purposes of these Restated Articles, the following definitions shall apply and shall be equally applicable to both the singular and plural forms of the defined terms:

4.2.1 "Board" shall mean the Board of Directors of the Company.

4.2.2 "Deemed Liquidation Event" shall mean each of the following events:

(a) a merger or consolidation in which the Company is a constituent party, except any such merger or consolidation involving the Company in which the shares of capital stock of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity securities of the surviving or resulting party; *provided* that, for the purpose of this Section 4.2.2, all shares of Common Stock issuable upon exercise of options outstanding immediately prior to such merger or consolidation or upon conversion of convertible securities outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, deemed to be converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company of all or substantially all the assets of the Company.

4.2.3 "Independent Director" means an individual other than a current or former officer or employee of the Company or any other individual having a relationship which in the opinion of the Board would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

4.2.4 "Liquidation Event" shall mean any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

## ARTICLE 5 COMMON STOCK

The following rights, powers and privileges, and restrictions, qualifications, and limitations apply to the Common Stock.

5.1 Dividends. Subject to and qualified by the rights, powers and privileges of the holders of Preferred Stock set forth in these Restated Articles, holders of Common Stock shall be entitled to receive their pro rata shares, based upon the number of shares of Common Stock held by them, of such dividends or other distributions as may be declared by the Board from time to time and of any distribution of the assets of the Company upon a Liquidation Event. No dividends shall be paid on any Common Stock unless and until a dividend is paid on each outstanding Series A Preferred Stock pursuant to Section 6.3. The Board is under no obligation to declare dividends, and no rights shall accrue to the holders of Common Stock if dividends are not declared. Whenever a dividend provided for in these Restated Articles is payable in property other than cash, the value of such dividend will be deemed to be the fair market value of such property as determined in good faith by the Board.

5.2 Voting. The voting rights of the holders of the Common Stock are subject to and qualified by the rights, powers and privileges of the holders of the Series A Preferred Stock set forth in these Restated Articles. All shares of Common Stock shall be voting shares and shall be entitled to one vote per share held at all meetings of shareholders. Holders of Common Stock shall not be entitled to cumulate their votes in the election of directors and shall not be entitled to any preemptive rights to acquire shares of any class or series of capital stock of the Company.

5.3 Written Action. Any action required or permitted to be taken at a meeting of the shareholders may be taken by written action of the shareholders signed by shareholders holding the voting power that would be required to take the same action at a meeting at which all shareholders were present.

## ARTICLE 6 PREFERRED STOCK

The following rights, powers and privileges, and restrictions, qualifications and limitations, shall apply to the Series A Preferred Stock.

6.1 Designation and Number of Shares. As of the effective date of these Restated Articles, the 2,000,000 shares of the Preferred Stock of the Company currently issued and outstanding are hereby designated as Series A Nonvoting Preferred Stock (the "Series A Preferred Stock").

6.2 Voting.

6.2.1 General. The holders of Series A Preferred Stock shall have no right to vote on any matter except as expressly required under the Minnesota Business Corporation Act or as provided herein.

6.2.2 Special Voting Rights. At any time when at least 50% of the originally designated shares of Series A Preferred Stock are outstanding, without the affirmative vote or written consent of holders of a majority of the then outstanding Series A Preferred Stock (in the aggregate, effective at such time as is specified in such vote or written consent) voting as a single class, the Company shall not:

(a) authorize or issue any (i) additional Series A Preferred Stock or (ii) shares of stock of any other series or class of Preferred Stock that are senior to the Series A Preferred Stock, or that have rights, preferences and privileges substantially identical to the Series A Preferred Stock;

(b) declare or pay any dividend or make any other distribution on any shares of Common Stock of the Company; or

(c) amend, alter, or repeal these Restated Articles in a way that adversely affects any of the rights, preferences or privileges of the holders of Series A Preferred Stock.

6.3 Dividends. The holders of Series A Preferred Stock shall be entitled to receive, when, as and if declared by the Board, dividends on each share of Series A Preferred Stock at the same rate as dividends are paid on the Common Stock. Dividends on shares of capital stock of the Company shall be payable only out of funds legally available therefor and, if the funds legally available for such dividends are not sufficient to pay in full the dividend declared or made upon the capital stock of the Company, including the Series A Preferred Stock pursuant to this Section 6.3 and the Common Stock pursuant to Section 5.1, such funds legally available therefor shall be distributed, to all holders of Stock on a pro rata basis.

6.4 Payments.

6.4.1 Preference. In the event of any Liquidation Event or any Deemed Liquidation Event before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, the holders of Series A Preferred Stock shall be entitled to receive, out of the assets of the Company available for distribution to its shareholders, a cash amount equal to the

greater of (i) \$4.25 a share plus any then unpaid or undeclared dividends thereon or (ii) such amount per share as would have been payable had all shares of Series A Preferred Stock been converted into Common Stock immediately prior to any such Liquidation Event or Deemed Liquidation Event pursuant to Section 6.6 hereof.

6.4.2 Participation in Remaining Corporate Assets. After the payment of the full liquidation preference of the Series A Preferred Stock as set forth in Section 6.4.1 above, the remaining assets of the Company legally available for distribution in such Liquidation Event or Deemed Liquidation Event, if any, shall be distributed to the holders of the Common Stock.

6.4.3 Liquidation Notice. Written notice of any Liquidation Event or Deemed Liquidation Event (the "Liquidation Notice") shall be given by mail, postage prepaid, or by electronic communication (as defined in the Minnesota Business Corporation Act), not less than thirty (30) days prior to the anticipated payment date stated therein, to the holders of record of Series A Preferred Stock at the addresses or email addresses, as applicable, on record with the Company. The Liquidation Notice shall state (i) the anticipated payment date, (ii) the total value of the assets that the Board anticipates will be available for distribution to shareholders upon the occurrence of the Liquidation Event or Deemed Liquidation Event, and (iii) a summary of the then issued and outstanding capital stock, options, warrants and other convertible securities of the Company of each class and series, including a description of the relative preferences, conversion, liquidation and exercise rights thereof and the number of shares of each issued and outstanding.

6.4.4 Determination of Consideration. To the extent any distribution pursuant to Section 6.4.1 consists of property other than cash, the value thereof shall, for purposes of Section 6.4.1 and Section 6.4.2, be the fair value at the time of such distribution as determined in good faith by the Board.

6.5 Preemptive Rights. Holders of Series A Preferred Stock shall not be entitled to any preemptive rights to acquire shares of any class or series of capital stock of the Company.

6.6 Conversion.

6.6.1 Optional Conversion. Each share of Series A Preferred Stock shall be convertible at the option of the holder thereof only immediately prior to a Deemed Liquidation Event into one share of fully paid and nonassessable Common Stock of the Company (the "Conversion Ratio").

6.6.2 Mechanics. In order to exercise the conversion privilege, a holder of Series A Preferred Stock shall surrender the certificate representing the Series A Preferred Stock owned by such holder to the Company at its principal office, accompanied by written notice to the Company that the holder elects to convert a specified portion or all of such shares. Series A Preferred Stock shall be deemed to have been converted on the day of surrender of the certificate representing such shares for conversion in accordance with the foregoing provisions (the "Conversion Time"), and at such time the rights of such holder of such shares of Series A Preferred Stock, as such holder, shall cease and such holder shall be treated for all purposes as the record holder of the Common Stock issuable upon conversion. As promptly as practicable on or after the conversion date, the Company shall issue and mail or deliver to such holder a certificate or certificates representing the number of shares of Common Stock issuable upon conversion, rounded to the nearest full share, and a certificate or certificates for the balance of the Series A Preferred Stock surrendered, if any, not so converted into Common Stock.

6.6.3 Reserved Shares. For the purpose of effecting the conversion of the Series A Preferred Stock, the Company shall at all times while any share of Series A Preferred Stock is outstanding, reserve and keep available out of its authorized but unissued capital stock, that number of its duly authorized shares of Common Stock as may from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock is not sufficient to effect the conversion of all then-outstanding shares of the Series A Preferred Stock, the Company shall use its best efforts to cause such corporate action to be taken as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Restated Articles. All shares of Series A Preferred Stock that shall have been surrendered for conversion as provided herein shall no longer be deemed to be outstanding and all rights with respect to such shares will immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor. Any shares of Series A Preferred Stock so converted shall be retired and cancelled and may not be reissued.

6.6.4 Certain Adjustments to Conversion Price for Stock Splits and Dividends. In the event the outstanding shares of Common Stock shall, after the filing of these Restated Articles, be subdivided (split), or combined (reverse split), by reclassification or otherwise, or in the event of any dividend or other distribution payable on the Common Stock in shares of Common Stock, the applicable Conversion Ratio in effect immediately prior to such subdivision, combination, dividend or other distribution shall, concurrently with the effectiveness of such subdivision, combination, dividend or other distribution, be proportionately adjusted.

6.7 Notices of Record Date. In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend which is the same as cash dividends paid in previous quarters) or other distribution, any capital reorganization of the Company, or any Deemed Liquidation Event, or any Liquidation Event, the Company shall mail or email to each holder of Common Stock and each holder of Series A Preferred Stock at least ten (10) days prior to the date specified for the taking of a record, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution.

6.8 Lost or Stolen Certificates. In the event that the original certificate representing a holder's Common Stock or Series A Preferred Stock has been lost, misplaced, stolen or destroyed, the Company shall issue and deliver a replacement certificate to such holder as soon as practicable following such holder's delivery to the Company of the Affidavit. Upon the issuance of such replacement certificate, the original certificate shall be void and of no force and effect.

6.9 Notices. Any notice required by the provisions of this Section 6 shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit (or in the case of parties located outside the United States, two (2) business days after deposit) with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be addressed to each holder of record at the address or email address of such holder appearing on the books of the Company.

6.10 No Closing of Transfer Books. The Company shall not close its books against the transfer of shares of Series A Preferred Stock in any manner that would interfere with the timely conversion of any shares of Series A Preferred Stock as permitted hereunder.

## **ARTICLE 7 BOARD OF DIRECTORS**

7.1 Election of Directors. Voting by shareholders for election of directors shall not be cumulative. The Board shall be comprised of no more than five directors. The holders of a majority of the Series A Preferred Stock shall have the right to designate one director of the Board. The remaining directors of the Board shall be elected by the majority vote of the number of shares of the Company's Common Stock entitled to vote and represented at any meeting at which there is a quorum. The Board shall be comprised of one Independent Director, who shall be designated by the majority vote of the other members of the Board, provided that the shareholders may approve an amendment to these Restated Articles that requires that an additional Independent Director be appointed to the Board.

7.2 Removal of a Director. A director designated by a certain class of stock may be removed and/or replaced by such class of stock at any time and for any reason by majority vote of such class.

7.3 Vacancy. In the event of death, resignation, removal or disqualification of a director, such vacancy shall be filled by majority vote of the class of stock that designated such director, or, in the case of an Independent Director, such vacancy shall be filled by the majority vote of the other members of the Board.

7.4 Action by Written Consent. Any action required or permitted to be taken at a meeting of the Board, other than an action requiring shareholder approval, may be taken by written action of the Board signed by the number of directors that would be required to take the same action at a meeting at which all directors were present.

## **ARTICLE 8 LIMITATION ON LIABILITY**

To the fullest extent permitted by applicable law, a director shall have no personal liability to the Company or its shareholders for breach of fiduciary duty as a director. Any amendment to or repeal of this Article 8 shall not adversely affect any right or protection of a director of the Company for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If such applicable laws are hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Company in addition to the limitation on personal liability provided herein shall be limited to the fullest extent permitted by such laws, as amended. Any repeal or modification of this Article by the shareholders of the Company shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Company existing at the time of such repeal or modification.


## **ARTICLE 9 INDEMNIFICATION**

The Company shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Company or any predecessor of the Company, or serves or served at any other enterprise as a director or officer at the request of the Company or any predecessor to the Company.



IN WITNESS WHEREOF, the undersigned has executed these Restated Articles as of October 26, 2015.

DECISION INTELLIGENCE INCORPORATED

By:   
Name: Matthew Redlon  
Its: President and CEO



**Work Item 849916000026**  
**Original File Number 12C-470**

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED  
**10/27/2015 11:59 PM**

*Steve Simon*

Steve Simon  
Secretary of State