

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VIRTUAL INSTRUMENTS CORPORATION		03/23/2016	Corporation: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VIRTUAL INSTRUMENTS CORPORATION		
<b>Street Address:</b>	2331 Zanker Road		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86703107	CLOUDWISDOM	
<b>Serial Number:</b>	86703071	APPWISDOM	
<b>Serial Number:</b>	86004797	PERFORMANCE. AVAILABILITY. GUARANTEED.	
<b>Serial Number:</b>	85941418		
<b>Serial Number:</b>	77700199	VIRTUALWISDOM	
<b>Serial Number:</b>	77559432	VIRTUAL INSTRUMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068-1791		
<b>ATTORNEY DOCKET NUMBER:</b>	(27599.41)		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio, Esq.		
<b>SIGNATURE:</b>	/Vanessa A. Ignacio/		

CH \$165.00 86703107

**DATE SIGNED:**

04/18/2017

**Total Attachments: 19**

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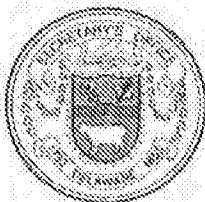
# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DOMESTICATION OF "VIRTUAL INSTRUMENTS CORPORATION", FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF MARCH, A.D. 2016, AT 3:34 O'CLOCK P.M.

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



5996528 8100D  
SR# 20161832174

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Handwritten signature of Jeffrey W. Bullock, Secretary of State, over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 202034784  
Date: 03-23-16

**TRADEMARK**  
**REEL: 006036 FRAME: 0176**

**CERTIFICATE OF CORPORATE DOMESTICATION**

**DOMESTICATING**

**Virtual Instruments Corporation**

**AS**

**Virtual Instruments Corporation**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:34 PM 03/23/2016  
FILED 03:34 PM 03/23/2016  
SR 20161832174 - File Number 5996828

Virtual Instruments Corporation (the "Company"), pursuant to Section 388 of the Delaware General Corporation Law (the "DGCL"), hereby certifies that:

**FIRST:** The Company was first formed, incorporated, created or otherwise came into existence under the jurisdiction of the Cayman Islands on June 11, 2008.

**SECOND:** The name of the Company immediately prior to the filing of this Certificate of Corporate Domestication was Virtual Instruments Corporation.

**THIRD:** The name of the Company as set forth in its Certificate of Incorporation filed in accordance with Section 388(b) of the DGCL is Virtual Instruments Corporation.

**FOURTH:** The jurisdiction that constituted the seat, siege social, or principal place of business or central administration of the Company immediately prior to the filing of this Certificate of Corporate Domestication was the Cayman Islands.

**FIFTH:** The domestication has been approved in the manner provided for by the document, instrument, agreement or other writing, as the case may be, governing the internal affairs of the Company and the conduct of its business and by applicable non-Delaware law, as appropriate.

**SIXTH:** This Certificate of Corporate Domestication shall be effective upon its filing in the Office of the Secretary of State of the State of Delaware.

*[Signature page follows]*

4850-5143-1983.v1

**TRADEMARK**  
**REEL: 006036 FRAME: 0177**

In witness whereof, the Company has caused this Certificate of Corporate Domestication to be executed by the undersigned duly authorized person on the date set forth below.

Virtual Instruments Corporation

By:   
Name: John W. Thompson  
Title: Chief Executive Officer

Dated: March 23, 2016

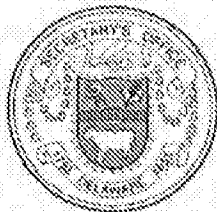
# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "VIRTUAL INSTRUMENTS CORPORATION" FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF MARCH, A.D. 2016, AT 3:34 O'CLOCK P.M.

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



5996528 8100D  
SR# 20161832174

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202034784  
Date: 03-23-16

TRADEMARK  
REEL: 006036 FRAME: 0179

**CERTIFICATE OF INCORPORATION**  
**OF**  
**VIRTUAL INSTRUMENTS CORPORATION**

**FIRST:** The name of the corporation (hereinafter called the "Corporation") is Virtual Instruments Corporation.

**SECOND:** The registered agent and the address of the registered office in the State of Delaware are:

V Corp Services, LLC  
1013 Centre Road, Suite 403-B  
Wilmington, Delaware 19805  
New Castle County

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

**FOURTH:**

A. The authorized capital stock of the Corporation shall consist of an aggregate of two hundred fifty-four million, two hundred sixty thousand (254,260,000) shares. The Corporation is authorized to issue two classes of shares to be designated respectively Common Stock ("Common Stock") and Preferred Stock ("Preferred Stock").

B. The total number of shares of Common Stock that the Corporation is authorized to issue is one hundred fifty-four million, three hundred thousand (154,300,000). The total number of shares of Preferred Stock the Corporation shall have authority to issue is ninety-nine million, nine hundred sixty thousand (99,960,000), of which thirty million, one hundred sixty thousand (30,160,000) shares shall be designated "Series A Preferred Stock;" eighteen million, five hundred thousand (18,500,000) shares shall be designated "Series B Preferred Stock;" thirty-three million (33,000,000) shall be designated "Series C Preferred Stock;" and eighteen million, three hundred thousand (18,300,000) shall be designated "Series D Preferred Stock." The Common Stock and Preferred Stock shall have a par value of \$0.0005 per share.

C. The designations, powers, preferences, and relative participating, optional and other special rights and the qualifications, limitations and restrictions of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, shall be as set forth below in this Section C of Article Fourth.

1. Dividends.

(a) Without prejudice to the Board of Directors' powers to declare and pay dividends and distribution on any class of Preferred Stock, in the event that the Company declares or pays a dividend or other distribution (whether payable in cash, securities or other property) upon the

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:34 PM 03/23/2016  
FILED 03:34 PM 03/23/2016  
SR 20161832174 - FileNumber 5996528

**TRADEMARK**  
**REEL: 006036 FRAME: 0180**

Common Stock, the Company shall also declare and pay to the holders of the Preferred Stock at the same time that it declares and pays the dividend or other distribution to the holders of the Common Stock, the dividends or other distributions which would have been declared and paid with respect to Common Stock issuable upon conversion of the Preferred Stock had all the outstanding Preferred Stock been converted immediately prior to the record date for such dividend or other distribution, or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends or other distributions are to be determined. All dividends shall be non-cumulative. Notwithstanding the foregoing, this Section C(1)(a) shall not apply to the extent that any dividend or distribution on any Common Stock results in a Conversion Price adjustment pursuant to Section C(5)(d) hereof.

(b) For purposes of this Section C(1), unless the context otherwise requires, a "distribution" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, payable other than in Common Stock, or the purchase or redemption of stock of the Company (other than repurchases or redemptions of Common Stock by the Company pursuant to Applicable Agreements (as defined in Section C(5)(d)(ii)(C)) for cash or property).

## 2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall be entitled to receive, *pari passu*, prior and in preference to any distribution of any of the assets of the Company to the holders of Common Stock, an amount per share equal to the sum of (A) the Original Series A Issue Price (as defined below) for each outstanding share of Series A Preferred Stock, the Original Series B Issue Price (as defined below) for each outstanding share of Series B Preferred Stock, the Original Series C Issue Price (as defined below) for each outstanding share of Series C Preferred Stock and the Original Series D Issue Price (as defined below) for each outstanding share of Series D Preferred Stock, as applicable, and (B) an amount equal to all declared but unpaid dividends on such stock. The "Original Series A Issue Price" shall mean \$0.25 for each outstanding share of Series A Preferred Stock (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations or the like). The "Original Series B Issue Price" shall mean \$0.5425 for each outstanding share of Series B Preferred Stock (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations or the like). The "Original Series C Issue Price" shall mean \$0.7803 for each outstanding share of Series C Preferred Stock (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations or the like). The "Original Series D Issue Price" shall mean \$1.6192 for each outstanding Series D Preferred Stock (subject to adjustment for any stock splits, stock dividends, combinations, recapitalizations or the like). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Company legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock in proportion to the respective amounts payable to each such holder.



(b) Upon the completion of the distribution required by Section C(2)(a), the remaining assets of the Company available for distribution shall be distributed among the holders of Preferred Stock and Common Stock pro rata based on the number of Common Stock which would be held by each assuming conversion of all such Preferred Stock.

(c) In the event of (A) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation but excluding any merger effected exclusively for the purpose of changing the domicile of the Company) where the Company's stockholders of record as constituted immediately prior to such acquisition will, immediately after such acquisition (by virtue of securities issued as consideration for the acquisition or otherwise) hold less than 50% of the voting power of the surviving or acquiring entity; or (B) a sale of all or substantially all of the assets of the Company (any such acquisition or sale, an "Acquisition"), the following provisions shall apply: if there is a distribution to the stockholders in connection with the Acquisition, the holders of Preferred Stock and Common Stock shall be entitled to receive at the closing of such Acquisition, in cash, securities or other property, amounts as specified in Sections C(2)(a) and (b) as if the Company was the subject of a winding-up.

3. Redemption and Repurchase of Preferred Stock. The Preferred Stock is not redeemable.

4. Voting Rights. Except as required by law, the holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which such series of Preferred Stock could then be converted on the record date for the vote or consent of stockholders. Fractional votes shall not, however, be permitted and any fractional voting right available on an as converted basis (after aggregating all shares into which shares of a series of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one half being rounded upward).

5. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible at the option of the holder thereof, at any time after the date of issuance of such stock, at the office of the Company or any transfer agent for such stock, into such number of fully paid and nonassessable Common Stock as is determined by dividing the Original Series A Issue Price or the Original Series B Issue Price or the Original Series C Issue Price or the Original Series D Issue Price, as applicable, by the Conversion Price applicable to such series of Preferred Stock, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial "Conversion Price" for each Series A Preferred Stock shall be \$0.25, the initial "Conversion Price" for each Series B Preferred Stock shall be \$0.5425, the initial "Conversion Price" for each Series C Preferred Stock shall be \$0.7803 and the initial "Conversion Price" for each Series D Preferred Stock shall be \$1.6192; provided, however, that the Conversion Price for the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall be subject to adjustment as set forth in Section C(5)(d).

(b) Automatic Conversion. Each Preferred Stock shall automatically be converted into Common Stock at the applicable Conversion Price at the time in effect for such Preferred Stock (i) in the event that the holders of a majority of the then outstanding Preferred Stock, including holders of at least sixty percent (60%) of the outstanding Series C Preferred Stock and holders of at least sixty percent (60%) of the outstanding Series D Preferred Stock, consent to such conversion or (ii) immediately upon the closing of the sale by the Company of Common Stock in a Qualified IPO. For purposes of this Section C(5)(b), the term "Qualified IPO" shall mean a firm commitment underwritten public offering pursuant to a registration statement under the United States Securities Act of 1933, as amended (the "Securities Act"), that results in gross offering proceeds (before deduction of underwriters' discounts and commissions and expenses) to the Company and/or any selling stockholders of not less than thirty million dollars (\$30,000,000).

(c) Mechanics of Conversion. Before any holder of a series of Preferred Stock shall be entitled to convert the same into Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for such series of Preferred Stock, and shall give written notice to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Common Stock are to be issued; *provided, however,* that in the event of an automatic conversion pursuant to Section C(5)(b), the outstanding shares of such series of Preferred Stock shall be converted automatically without any further action by the holder of such shares and whether or not the certificate representing such shares is surrendered to the Company or its transfer agent; *provided, further, however,* that the Company shall not be obligated to issue certificates evidencing the Common Stock issuable upon such automatic conversion unless either the certificates evidencing such Preferred Stock are delivered to the Company or its transfer agent as provided above, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes a document satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. The Company shall, as soon as practicable after the surrender by a holder of the certificate representing the Preferred Stock in accordance with this Section C(5)(c), issue and deliver at such office to such holder of such series of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates, for the number of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be made immediately prior to the close of business on the date of such surrender of the shares of such series of Preferred Stock to be converted, and the person or persons entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act, the conversion may, at the option of any holder tendering stock of such series of Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event such conversion of such series of Preferred Stock shall not occur until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The applicable Conversion Price for each series of Preferred Stock shall be subject to adjustment from time to time as follows:

(i)

(A) If the Company shall issue after the date upon which the first shares of Series D Preferred Stock were issued (the "Purchase Date") any Additional Shares (as defined below) without consideration, or for a consideration per share less than the applicable Conversion Price for a series of Preferred Stock in effect immediately prior to the issuance of such Additional Shares, then the Conversion Price for such series of Preferred Stock in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (A)) be adjusted to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of Common Stock outstanding immediately prior to such issuance plus the number of Common Stock that the aggregate consideration received by the Company for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of Common Stock outstanding immediately prior to such issuance plus the number of shares of such Additional Shares. For the purpose of the foregoing calculation, the number of Common Stock outstanding immediately prior to such issuance shall be calculated on a fully diluted basis, as if all outstanding Preferred Stock and all other securities issued by the Company convertible into or exchangeable for Common Stock ("Convertible Securities") had been fully converted into Common Stock immediately prior to such issuance and any currently exercisable warrants, options or other rights for the purchase of shares or convertible securities had been fully exercised immediately prior to such issuance (and the resulting securities fully converted into Common Stock, if so convertible), but not including in such calculation any additional Common Stock issuable with respect to Preferred Stock, Convertible Securities, or currently exercisable options, warrants or other rights for the purchase of shares or Convertible Securities, solely as a result of the adjustment of such Conversion Price (or other conversion ratios) resulting from the issuance of Additional Shares causing such adjustment.

(B) No adjustment of the Conversion Price for a series of Preferred Stock shall be made in an amount less than one cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in Sections C(5)(d)(i)(E)(3) and (E)(4), no adjustment of such Conversion Price for such series of Preferred Stock pursuant to this Section C(5)(d) shall have the effect of increasing the Conversion Price for such series of Preferred Stock above the Conversion Price for such series of Preferred Stock in effect immediately prior to such adjustment.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid

or incurred by the Company for any underwriting or otherwise in connection with the issuance and sale thereof, in each case as determined by the Board of Directors in good faith.

(D) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof to the Company as determined by the Board of Directors irrespective of any accounting treatment.

(E) In the case of the issuance (whether before, on or after the Purchase Date) of options to purchase or rights to subscribe for Common Stock, Convertible Securities, or options to purchase or rights to subscribe for Convertible Securities, the following provisions shall apply for all purposes of this Section C(5)(d)(i):

(1) The aggregate maximum number of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections C(5)(d)(i)(C) and C(5)(d)(i)(D), if any, received by the Company upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of Common Stock deliverable upon conversion of or in exchange for (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) any such Convertible Securities or upon the exercise of options to purchase or rights to subscribe for such Convertible Securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Company for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Company (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Sections C(5)(d)(i)(E)(3) and C(5)(d)(i)(E)(4)).

(3) In the event of any change in the number of Common Stock deliverable or in the consideration payable to the Company upon exercise of such options or rights or upon conversion of or in exchange for such Convertible Securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Conversion Price of a series of Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities; provided, however, that this Article shall not have any effect on any conversion of such series of Preferred Stock prior to such change or increase.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such Convertible Securities, the Conversion Price of a series of Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities; provided, however, that this Article shall not have any effect on any conversion of such series of Preferred Stock prior to such change or increase.

(5) The number of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Sections C(5)(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Sections C(5)(d)(i)(E)(3) or (4).

(ii) "Additional Shares" with respect to any series of Preferred Stock shall mean any Common Stock issued (or deemed to have been issued pursuant to Section C(5)(d)(i)(E)) by the Company after the Purchase Date other than:

(A) Common Stock issued pursuant to a transaction described in Section C(5)(d)(iii) hereof;

(B) Common Stock issued or issuable upon conversion of the Preferred Stock and other currently outstanding convertible securities, including any Preferred Stock which is automatically converted into Common Stock upon the closing of the sale by the Company of Common Stock in a firm commitment underwritten public offering in accordance with Section C(2)(b) hereof;

(C) Common Stock issuable or issued to directors, officers, or employees of, or consultants or advisors to (if in transactions with primarily non-financing purposes) the Company or any of its Subsidiaries (each, an "Applicable Stockholder") directly or pursuant to a share option, share bonus, share purchase or restricted share plan or agreement approved by the Board of Directors of the Company or an authorized committee thereof (each, an "Applicable Agreement"); or

(D) Common Stock issued or issuable in connection with and upon approval by the Board of Directors, or an authorized committee thereof, (i) a bona fide business acquisition of or by the Company, whether by merger, consolidation, sale of assets, sale or exchange of shares or stock or otherwise; (ii) strategic licensing transactions; (iii) corporate partnerships or joint ventures or similar strategic agreements; or (iv) transactions with banks and other financial institutions or landlords in connection with the extension of credit to the Company (including loans, lines of credit, guarantees or other financing arrangements) or in connection with the lease of equipment, personal property or real property, provided such issuances are for other than primarily equity financing purposes.

(iii) In the event the Company should at any time or from time to time after the Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional Common Stock or the Common Stock Equivalents (including the additional Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend, distribution, split or subdivision if no record date is fixed), the Conversion Price of such series of Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuance, in Section C(5)(d)(i)(E).

(iv) If the number of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding Common Stock, then, following the record date of such combination, the Conversion Price for each series of Preferred Stock shall be appropriately increased so that the number of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event the Company shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Company or other persons, assets (excluding cash dividends) or options or rights not referred to in Section

C(5)(d)(iii), then, in each such case for the purpose of this Section C(5)(e), the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock entitled to receive such distribution.

(f) Recapitalizations:

(i) If at any time or from time to time there shall be a recapitalization or reorganization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section C(5) or Section C(2)) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive, upon conversion thereof, the number of shares or other securities or property of the Company or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section C(5) with respect to the rights of the holders of each series of Preferred Stock after the recapitalization or reorganization to the end that the provisions of this Section C(5)(including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of such series of Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(ii) If any consolidation or merger of the Company with another corporation or entity shall be effected (other than an Acquisition pursuant to Section C(2)(c)), then, as a condition of such consolidation or merger, lawful and adequate provision shall be made whereby the holders of the Preferred Stock shall thereafter have the right to receive, upon the basis and upon the terms and conditions specified herein, and in lieu of the Common Stock immediately theretofore receivable upon the conversion of the Preferred Stock, such shares, securities or assets as may be issued or payable in connection with such consolidation or merger with respect to or in exchange for a number of outstanding Common Stock equal to the number of shares of Common Stock issuable upon conversion of the Preferred Stock immediately prior to such consolidation or merger. In any such case, appropriate provision shall be made with respect to the rights and interests of the holders of the Preferred Stock to the end that the provisions hereof (including, without limitation, provisions for adjustment of Conversion Prices) shall thereafter be applicable, as nearly as may be practicable, in relation to any shares, securities or assets thereafter deliverable upon the exercise of such conversion rights. The Company shall not effect any such consolidation or merger unless, prior to or simultaneously with the consummation thereof, the successor corporation or entity (if other than the Company) resulting from such consolidation or merger shall assume by written instrument executed and mailed or delivered to the holders of the Preferred Stock, the obligations to deliver to such holders such shares, securities or assets as, in accordance with the foregoing provisions, the holders may be entitled to receive. Except as expressly set forth in this clause, nothing in this sub-Section (ii) will be deemed to restrict the Company from entering into a consolidation or merger.

(g) No Impairment. The Company will not, by amendment of its Articles or through any reorganization, recapitalization, transfer of assets, consolidation, dissolution or issue or sale of securities, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section C(5) and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

(h) No Fractional Shares.

(i) No fractional shares shall be issued upon the conversion of any Preferred Stock. All Common Stock (including fractions thereof) issuable upon conversion of more than one share of Preferred Stock 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 a fraction of a share of Common Stock, the Company shall, in lieu of issuing any fractional share, either, in its sole discretion, issue to the holder otherwise entitled to such fraction one share of Common Stock or the Company shall pay such holder a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors).

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of any series of Preferred Stock pursuant to this Section C(5), the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of such series of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any holder of such series of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the consideration received or deemed to be received by the Company for any additional Common Stock issued or sold or deemed to have been issued or sold, (C) the Conversion Price for such series of Preferred Stock at the time in effect, and (D) the number of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of such series of Preferred Stock.

(i) Reservation of Shares Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of all outstanding Preferred Stock, such number of Common Stock as shall from time to time be sufficient to effect such conversion; and if at any time the number of authorized but unissued Common Stock shall not be sufficient to effect such conversion, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued 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 approval by the stockholders of such increase and any necessary amendment to these Articles.



6. Protective Provisions.

(a) Preferred Stock. So long as at least five hundred thousand (500,000) shares of Preferred Stock (as adjusted for any share splits, share dividends, combinations, recapitalizations or the like) are outstanding, the Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of (subject as provided below) at least sixty-six percent (66%) of the voting power of the then outstanding Preferred Stock:

(i) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of Preferred Stock or any series thereof;

(ii) issue, or obligate itself to issue, any other equity security, including any other security convertible into or exercisable for any equity security, having a preference over, or being on a parity with, the Preferred Stock with respect to dividend rights, liquidation preferences, voting rights or conversion provisions, except for the Preferred Stock authorized under the Memorandum;

(iii) effect any sale, lease, assignment, transfer or other conveyance of all or substantially all of the assets of the Company or any consolidation or merger involving the Company (excluding any transaction in which the stockholders of the Company immediately prior to the closing of such transaction retain immediately after such closing majority voting control of the surviving corporation);

(iv) authorize, declare or pay any dividend (either in cash or in the form of securities of the Company) to holders of Common Stock or Preferred Stock;

(v) cause or permit the redemption, repurchase or other acquisition, directly or indirectly, by the Company or through its subsidiaries of Common Stock other than repurchases or redemptions of Common Stock pursuant to Applicable Agreements;

(vi) approve any voluntary dissolution or liquidation of the Company;

(vii) increase or decrease in the authorized number of members of the Board of Directors or change or amend the mechanism of election of the Board of Directors set forth in Article III of the Company's Bylaws; or

(viii) amend this Section C(6)(a).

(b) Preferred Stock (Automatic Conversion). The Company shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of (subject as provided below) a majority of the voting power of the then outstanding Preferred Stock, including sixty percent (60%) of the voting power of the then outstanding Series C Preferred Stock and sixty percent (60%) of the voting power of the then outstanding Series D Preferred Stock, amend Section C(5)(b) or this Section C(6)(b).

(c) Series A Preferred Stock. The Company shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of (subject as provided

below) at least a majority of the voting power of the then outstanding Series A Preferred Stock, alter or change the rights, preferences or privileges of the Series A Preferred Stock so as to affect adversely such shares or any such series, including, without limitation, any waiver, alteration or other form of amendment that affects the liquidation preference for the Series A Preferred Stock set forth in Section C(2) or the conversion price adjustment provisions for the Series A Preferred Stock set forth in Section C(5)(d).

(d) Series B Preferred Stock. The Company shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of (subject as provided below) at least a majority of the voting power of the then outstanding Series B Preferred Stock, alter or change the rights, preferences or privileges of the Series B Preferred Stock so as to affect adversely such shares or any such series, including, without limitation, any waiver, alteration or other form of amendment that affects the liquidation preference for the Series B Preferred Stock set forth in Section C(2) or the conversion price adjustment provisions for the Series B Preferred Stock set forth Section C(5)(d).

(e) Series C Preferred Stock. The Company shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of (subject as provided below) at least sixty percent (60%) of the voting power of the then outstanding Series C Preferred Stock, alter or change the rights, preferences or privileges of the Series C Preferred Stock so as to affect adversely such shares or any such series, including, without limitation, any waiver, alteration or other form of amendment that affects the liquidation preference for the Series C Preferred Stock set forth in Section C(2) or the conversion price adjustment provisions for the Series C Preferred Stock set forth in Section C(5)(d).

(f) Series D Preferred Stock. The Company shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of (subject as provided below) at least sixty percent (60%) of the voting power of the then outstanding Series D Preferred Stock, alter or change the rights, preferences or privileges of the Series D Preferred Stock so as to affect adversely such shares or any such series, including, without limitation, any waiver, alteration or other form of amendment that affects the liquidation preference for the Series D Preferred Stock set forth in Section C(2) or the conversion price adjustment provisions for the Series D Preferred Stock set forth in Section C(5)(d).

(g) The provisions of these Articles relating to general meetings shall apply to every class meeting of the holders of one class of stock except that the necessary quorum shall be one person holding or representing by proxy at least one-third of the issued Stock of the class and that any holder of stock of the class present in person or by proxy may demand a poll.

(h) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class or by these Articles, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

D. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Section D.

1. Dividend Rights. Holders of Common Stock shall be entitled to such dividends as the Board of Directors may in their absolute discretion lawfully declare following the payment of all dividends due on shares ranking in priority to the Common Stock (including for the avoidance of doubt the Preferred Stock). All dividends shall be non-cumulative.

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

3. Redemption. The Common Stock is not redeemable.

4. Voting Rights. Except as required by applicable law, the Common Stock shall have no voting rights.

FIFTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power, subject to the provisions of Section C(6) of Article Fourth, both before and after receipt of any payment for any of the Corporation's capital stock, to adopt, amend, repeal or otherwise alter the Bylaws without any action on the part of the stockholders; *provided, however,* that the grant of such power to the Board of Directors shall not (i) divest the stockholders of nor limit their power, subject to the provisions of Section C(6) of Article Fourth, to adopt, amend, repeal or otherwise alter the Bylaws or (ii) empower the Board of Directors to amend, repeal or otherwise alter (directly or indirectly) Section 2.9 or Section 3.1 of the Bylaws.

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

SEVENTH: The Corporation reserves the right to adopt, repeal, rescind or amend in any respect any provisions contained in this Certificate in the manner now or hereafter prescribed by applicable law, and all rights conferred on stockholders herein are granted subject to this reservation.

EIGHTH: A director of the Corporation shall, to the full extent permitted by the General Corporation Law as it now exists or as it may hereafter be amended, not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Neither any amendment to nor repeal of this Article Eighth, nor the adoption of any provision of this Certificate inconsistent with this Article Eighth, shall eliminate or reduce the effect of this Article Eighth in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article Eighth, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

NINTH: The name and mailing address of the incorporator is as follows:

John W. Thompson

25 Metro Drive, San Jose , CA 95110

The power of the incorporator will terminate upon the effectiveness of the filing of this Certificate of Incorporation.

TENTH: The size of the initial board of directors shall be one director until such size is changed in the manner set forth in the Bylaws. The name and mailing address of the person who is to serve as director until the first annual meeting of stockholders or until his successor is elected and qualified is as follows:

John W. Thompson

25 Metro Drive, San Jose , CA 95110

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a corporation under the laws of the State of Delaware has duly executed this Certificate of Incorporation on the date set forth below.

VIRTUAL INSTRUMENTS CORPORATION

Executed on March 23, 2016

By:   
John W. Thompson, Incorporator

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