

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Techna Glass, Inc.		07/24/2017	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Techna Glass, Inc.		
Street Address:	10421 S. Jordan Gateway, Ste. 420		
City:	South Jordan		
State/Country:	UTAH		
Postal Code:	84095		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5137338	TECHNAGLASS AUTO GLASS MADE EASY	
Registration Number:	3809781	TECHNA GLASS AUTO GLASS...FAST	
Registration Number:	3809782	TECHNA GLASS	
Registration Number:	2802303	TECHNA-GLASS	
CORRESPONDENCE DATA			
Fax Number:	3105527031		
<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:	310-551-8755		
Email:	pto-cc@gibsondunn.com		
Correspondent Name:	Mandy Robertson-Bora		
Address Line 1:	2029 Century Park East, 40th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3026		
ATTORNEY DOCKET NUMBER:	20761-00033		
NAME OF SUBMITTER:	Mandy Robertson-Bora		
SIGNATURE:	/mandy robertson-bora/		
DATE SIGNED:	08/08/2018		
Total Attachments: 22			
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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 ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "TECHNA GLASS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF CONVERSION, FILED THE TWENTY-FIFTH DAY OF JULY, A.D. 2017, AT 6:58 O`CLOCK P.M.

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FIFTH DAY OF JULY, A.D. 2017, AT 6:58 O`CLOCK P.M.

RESTATED CERTIFICATE, FILED THE TWENTY-SEVENTH DAY OF JULY, A.D. 2017, AT 1:09 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "TECHNA GLASS, INC.".




Jeffrey W. Bullock, Secretary of State

6491951 8100H
SR# 20185796458

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

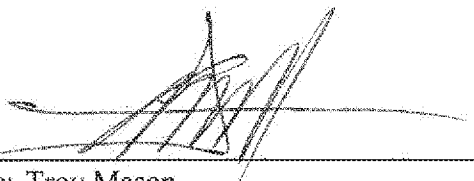
Authentication: 203112097
Date: 07-23-18

TRADEMARK
REEL: 006407 FRAME: 0749

**STATE OF DELAWARE
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 Utah.
2. The jurisdiction immediately prior to filing this Certificate of Conversion is Utah.
3. The date the Non-Delaware Corporation first formed is September 12, 2007.
4. The name of the non-Delaware Corporation immediately prior to filing this Certificate is Techna Glass, Inc.
5. The name of the corporation as set forth in the Certificate of Incorporation is Techna Glass, Inc.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Non-Delaware Corporation have executed this Certificate on July 24, 2017.

By: 
Name: Troy Mason
Title: Chief Executive Officer

STATE of DELAWARE
CERTIFICATE of INCORPORATION
A STOCK CORPORATION

OF

TECHNA GLASS, INC.

ARTICLE I
NAME

The name of the corporation is Techna Glass, Inc. (the "Corporation").

ARTICLE II
AGENT

The address of the Corporation's registered office in the State of Delaware is 1675 South State Street, Suite B, Dover, Kent County, Delaware 19901. The name of its registered agent at such address is Capitol Services, Inc.

ARTICLE III
PURPOSE

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 "DGCL").

ARTICLE IV
STOCK

Section 4.1 Authorized Stock. The total number of shares which the Corporation shall have authority to issue is 55,000, of which 50,000 shall be designated as Common Stock, par value \$0.000001 per share (the "Common Stock"), and 5,000 shall be designated as Preferred Stock, par value \$0.000001 per share (the "Preferred Stock").

Section 4.2 Common Stock.

(a) Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote.

(b) Dividends. Subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive dividends to the extent permitted by law when, as and if declared by the Board of Directors.

(c) Liquidation. Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights of the holders of any outstanding series of Preferred Stock, the

holders of shares of Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them.

Section 4.3 Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. Subject to limitations prescribed by law and the provisions of this Article IV, the Board of Directors is hereby authorized to provide by resolution and by causing the filing of a Preferred Stock Designation for the issuance of the shares of Preferred Stock in one or more series, and to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers, preferences, and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions, if any, of the shares of each such series.

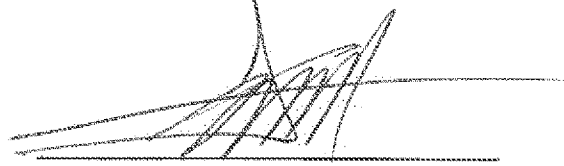
ARTICLE V INCORPORATOR

The name and mailing address of the incorporator are as follows:

Troy Mason
460 West 900 South
Sandy, UT 84070

[remainder of page intentionally left blank; signature page to follow]

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this July 24, 2017

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

By: Troy Mason
Incorporator

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

OF

**TECHNA GLASS, INC.
(a Delaware corporation)**

Techna Glass, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

FIRST: The name of the Corporation is Techna Glass, Inc. The Corporation's original Certificate of Incorporation was filed with the Utah Division of Corporations and Commercial Code on September 12, 2007.

SECOND: Pursuant to the Certificate of Conversion filed with the Secretary of State of the State of Delaware on July 25, 2017, Techna Glass, Inc. converted into a Delaware corporation.

THIRD: This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.

FOURTH: The text of the Certificate of Incorporation of this Corporation is hereby amended and restated in its entirety as follows.

**ARTICLE I
NAME**

The name of the corporation is Techna Glass, Inc. (the "Corporation").

**ARTICLE II
AGENT**

The address of the Corporation's registered office in the State of Delaware is 1675 South State Street, Suite B, Dover, Kent County, Delaware 19901. The name of its registered agent at such address is Capitol Services, Inc.

**ARTICLE III
PURPOSE**

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 "DGCL").

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:09 PM 07/27/2017
FILED 01:09 PM 07/27/2017

SP 01555561 File Number 6491951

REEL: 006407 FRAME: 0754

ARTICLE IV STOCK

Section 4.1 Authorized Stock. The total number of shares which the Corporation shall have authority to issue is 70,000, of which 50,000 shall be designated as Common Stock, par value \$0.000001 per share (the "Common Stock"), and 20,000 shall be designated as Preferred Stock, par value \$0.000001 per share (the "Preferred Stock").

Section 4.2 Common Stock.

(a) Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote.

(b) Dividends. Subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive dividends to the extent permitted by law when, as and if declared by the Board of Directors.

(c) Liquidation. Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights of the holders of any outstanding series of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them.

Section 4.3 Preferred Stock. The Preferred Stock may be issued from time to time in one or more series. Subject to limitations prescribed by law and the provisions of this Article IV, the Board of Directors is hereby authorized to provide by resolution and by causing the filing of a Preferred Stock Designation for the issuance of the shares of Preferred Stock in one or more series, and to establish from time to time the number of shares to be included in each such series, and to fix the designations, powers, preferences, and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions, if any, of the shares of each such series.

Section 4.4 Series A Preferred Stock.

(a) Name. The first series of shares of Preferred Stock shall be designated and known as "Series A Convertible Preferred Stock" (the "Series A Preferred Stock").

(b) Authorized Number. The authorized number of shares constituting the Series A Preferred Stock shall be 20,000.

(c) Pari Passu Dividend. If there are sufficient funds to pay a dividend to holders of Common Stock and holders of Series A Preferred Stock on an as-converted basis, then if a dividend is declared and paid to the holders of Common Stock, the holders of Series A Preferred Stock will participate on an as-converted basis in any portion of the dividends paid to the holders of Common Stock.

(d) Liquidation Preference. Upon the voluntary or involuntary liquidation, winding up or dissolution of the Corporation, the Series A Preferred Stock shall be entitled to receive, in preference to any payment on the Common Stock, an amount per share of Series A Preferred Stock equal to the greater of (i) \$1,368.59 per share (the "Base Per Share Amount") plus an accumulating and annually compounding amount equal to 10.0% per annum (collectively, the "Preferential Liquidation Amount"), and (ii) such amount per share as would be payable had all shares of the Series A Preferred Stock been converted into Common Stock pursuant to Section 4.4(f) immediately prior to such liquidation, winding up or dissolution. If the Preferential Liquidation Amount is payable pursuant to this Section 4.4(d), after the full Preferential Liquidation Amount has been paid to, or determined and set apart for, the holders of the Series A Preferred Stock, the remaining assets after payment of liabilities shall be paid to the Common Stock. In the event the assets of the Corporation are insufficient to pay the full Preferred Liquidation Amount required to be paid to the holders of the Series A Preferred Stock, the entire remaining assets after payment of liabilities shall be paid to the Series A Preferred Stock, and the Common Stock shall receive nothing. A reorganization shall not be considered to be a liquidation, winding up or dissolution within the meaning of this Section 4.4(d).

(e) Voting Rights. The Corporation may not amend the Certificate of Incorporation or file a Preferred Stock Designation if the effect of any such amendment or filing would be to create or authorize the issuance of a class or series of Preferred Stock that would be eligible to receive any assets of the Corporation in preference to any payment to the Series A Preferred Stock upon a liquidation, unless such amendment or filing was first approved by a majority of the outstanding shares of Series A Preferred Stock, voting as a class. As used herein, a "majority of the outstanding shares of Series A Preferred Stock" means either: (i) the approval of a majority of shares voted at a meeting of the holders of Series A Preferred Stock, which has been noticed and convened in accordance with the Bylaws of the Corporation and at which a majority of such shares, which shall constitute a quorum for such a meeting, shall be present, or (ii) if such approval is solicited by written consent without a meeting, the approval of a majority of all issued and outstanding shares of Series A Preferred Stock. Said approval shall be in addition to any other approval of the stockholders and directors of the Corporation that may be required under applicable law. Except as expressly provided by law or by this Certificate of Incorporation, each holder of Series A Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series A Preferred Stock could be converted and shall have voting rights and powers equal to the voting rights and powers of the Common Stock.

(f) Conversion.

(i) Conversion by Holder. At the option of the holder, shares of Series A Preferred Stock may be converted at any time into shares of Common Stock in accordance with the terms and procedures contained herein.

(ii) Terms of Conversion. For purposes of any such conversion, shares of Series A Preferred Stock (including any fraction of a share) may be converted and surrendered for conversion (a "Converted Share"). Each Converted Share shall be valued as equivalent to its Preferential Liquidation Amount and shall include the value of the aggregate accrued and accumulated and unpaid dividends thereon. The Corporation shall reserve and keep reserved out

of its authorized but unissued shares of Common Stock sufficient shares to effect the conversion of all shares of Series A Preferred Stock outstanding from time to time along with the aggregate accrued and accumulated and unpaid dividends thereon.

(iii) Conversion Ratio. Subject to the provisions of this Section 4.4, at any time and from time to time on or after the date on which the Corporation initially issues the applicable shares of Series A Preferred Stock (without regard to any subsequent transfer of such shares or reissuance of the certificates representing such shares) (the "Date of Issuance"), any holder of Series A Preferred Stock shall have the right by written election to the Corporation to convert all or any portion of the outstanding shares of Series A Preferred Stock held by such holder along with the aggregate accrued and accumulated and unpaid dividends thereon into an aggregate number of shares of Common Stock as is determined by (i) multiplying the number of shares of Series A Preferred Stock (including any fraction of a share) to be converted by the Preferential Liquidation Amount thereof, (ii) adding to the result all accrued and accumulated and unpaid dividends on such shares to be converted, and then (iii) dividing the result by the Conversion Price in effect immediately prior to such conversion. The initial conversion price per share (the "Conversion Price") shall be equal to the Base Per Share Amount, subject to adjustment as applicable in accordance with Section 4.4(f)(v).

(iv) Conversion Procedure. To convert shares of Series A Preferred Stock into Common Stock, the party exercising the option to convert shares of Series A Preferred Stock shall give written notice of the intent to convert all or a portion of shares of Series A Preferred Stock (the "Notice of Conversion") to the Chief Financial Officer of the Corporation, or to its stock transfer agent if it has one. Giving of the Notice of Conversion shall be construed as the election of the holder to convert the Converted Shares. The Notice of Conversion shall be addressed to the Corporation at its principal executive office or to its stock transfer agent, if it has one, and shall contain the name, address and other contact information for the converting holder, together with the number of the share certificates representing the Converted Shares and the number of shares the holder intends to convert. The share certificates representing such Converted Shares shall be surrendered and delivered to the Corporation with the Notice of Conversion, duly endorsed in favor of the Corporation. The Corporation shall cancel such share certificates for the Converted Shares in its stock records or those of its transfer agent and may take such other actions as it may elect to recover or prevent the transfer of such shares. The endorsement of the share certificates and the request to convert shall be in form and content satisfactory to the stock transfer agent or the Corporation, as the case may be. As used herein, the term "Conversion Date" shall be the 30th business day following the date on which the Notice of Conversion has been given. The holder who has converted his or her Converted Shares shall thereupon be entitled to receive share certificates for the appropriate number of shares of Common Stock and shall be regarded for all corporate purposes from and after such Conversion Date as the holder of the number of shares of Common Stock to which he is entitled upon the conversion.

(v) Adjustment to Conversion Price and Number of Conversion Shares. In order to prevent dilution of the conversion rights granted under this Section 4.4(f), the Conversion Price and the number of Conversion Shares issuable on conversion of the shares of Series A Preferred Stock shall be subject to adjustment from time to time as provided in this Section 4.4(f)(v).

(A) Adjustment to Conversion Price upon Issuance of Common Stock. Except as provided in Section 4.4(f)(v)(C) and except in the case of an event described in either Section 4.4(f)(v)(E) or Section 4.4(f)(v)(F), if the Corporation shall, at any time or from time to time after the Date of Issuance, issue or sell, or in accordance with Section 4.4(f)(v)(D) is deemed to have issued or sold, any shares of Common Stock without consideration or for consideration per share less than the Conversion Price in effect immediately prior to such issuance or sale (or deemed issuance or sale), then immediately upon such issuance or sale (or deemed issuance or sale), the Conversion Price in effect immediately prior to such issuance or sale (or deemed issuance or sale) shall be reduced (and in no event increased) to a Conversion Price equal to the quotient obtained by dividing:

(1) the sum of (A) the product obtained by multiplying the Common Stock Deemed Outstanding immediately prior to such issuance or sale (or deemed issuance or sale) by the Conversion Price then in effect plus (B) the aggregate consideration, if any, received by the Corporation upon such issuance or sale (or deemed issuance or sale); by

(2) the sum of (A) the Common Stock Deemed Outstanding immediately prior to such issuance or sale (or deemed issuance or sale) plus (B) the aggregate number of shares of Common Stock issued or sold (or deemed issued or sold) by the Corporation in such issuance or sale (or deemed issuance or sale).

For purposes of this Certificate of Incorporation: (i) "Common Stock Deemed Outstanding" means, at any given time, the sum of (A) the number of shares of Common Stock actually outstanding at such time, plus (B) the number of shares of Common Stock issuable upon exercise of Options actually outstanding at such time, plus (C) the number of shares of Common Stock issuable upon conversion or exchange of Convertible Securities issuable upon exercise of Options actually outstanding at such time), in each case, regardless of whether the Options or Convertible Securities are actually exercisable at such time; *provided*, that Common Stock Deemed Outstanding at any given time shall not include shares owned or held by or for the account of the Corporation or any of its wholly owned subsidiaries; (ii) "Convertible Securities" means any securities (directly or indirectly) convertible into or exchangeable for Common Stock, but excluding Options; and (iii) "Options" means any warrants or other rights or options to subscribe for or purchase Common Stock or Convertible Securities.

Whenever following the Date of Issuance, the Corporation shall issue or sell, or in accordance with Section 4.4(f)(v)(D) is deemed to have issued or sold, any shares of Common Stock, the Corporation shall prepare a certificate signed by an executive officer setting forth, in reasonable detail, the number of shares issued or sold, or deemed issued or sold, the amount and the form of the consideration received by the Corporation and the method of computation of such amount and shall cause copies of such certificate to be mailed to the holders of record of Series A Preferred Stock at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder).

(B) Adjustment to Number of Conversion Shares Upon Adjustment to Conversion Price. Upon any and each adjustment of the Conversion Price as provided in Section 4.4(f)(v)(A), the number of Conversion Shares issuable upon the conversion

of the Series A Preferred Stock immediately prior to any such adjustment shall be increased to a number of Conversion Shares equal to the quotient obtained by dividing:

(1) the product of (A) the Conversion Price in effect immediately prior to any such adjustment multiplied by (B) the number of Conversion Shares issuable upon conversion of the Series A Preferred Stock immediately prior to any such adjustment; by

(2) the Conversion Price resulting from such adjustment.

(C) Exceptions To Adjustment Upon Issuance of Common Stock. Anything herein to the contrary notwithstanding, there shall be no adjustment to the Conversion Price or the number of Conversion Shares issuable upon conversion of the Series A Preferred Stock with respect to any Excluded Issuance. For purposes of this Certificate of Incorporation, "Excluded Issuances" means any issuance or sale (or deemed issuance or sale in accordance with Section 4.4(f)(v)) by the Corporation after the Date of Issuance of: (1) shares of Common Stock issued on the conversion of the Series A Preferred Stock; or (2) shares of Common Stock issued upon the conversion or exercise of Options or Convertible Securities issued prior to the Date of Issuance, provided that such securities are not amended after the date hereof to increase the number of shares of Common Stock issuable thereunder or to lower the exercise or conversion price thereof.

(D) Effect of Certain Events on Adjustment to Conversion Price. For purposes of determining the adjusted Conversion Price under Section 4.4(f)(v)(A) hereof, the following shall be applicable:

(1) Issuance of Options. If the Corporation shall, at any time or from time to time after the Date of Issuance, in any manner grant or sell (whether directly or by assumption in a merger or otherwise) any Options, whether or not such Options or the right to convert or exchange any Convertible Securities issuable upon the exercise of such Options are immediately exercisable, and the price per share (determined as provided in this paragraph and in Section 4.4(f)(v)(D)(5)) for which Common Stock is issuable upon the exercise of such Options or upon the conversion or exchange of Convertible Securities issuable upon the exercise of such Options is less than the Conversion Price in effect immediately prior to the time of the granting or sale of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued as of the date of granting or sale of such Options (and thereafter shall be deemed to be outstanding for purposes of adjusting the Conversion Price under Section 4.4(f)(v)(A)), at a price per share equal to the quotient obtained by dividing (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 4.4(f)(v)(A)) of (x) the total amount, if any, received or receivable by the Corporation as consideration for the granting or sale of all such Options, plus (y) the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus (z), in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the issuance or sale of all such

Convertible Securities and the conversion or exchange of all such Convertible Securities, by (B) the total maximum number of shares of Common Stock issuable upon the exercise of all such Options or upon the conversion or exchange of all Convertible Securities issuable upon the exercise of all such Options. Except as otherwise provided in Section 4.4(f)(v)(D)(3), no further adjustment of the Conversion Price shall be made upon the actual issuance of Common Stock or of Convertible Securities upon exercise of such Options or upon the actual issuance of Common Stock upon conversion or exchange of Convertible Securities issuable upon exercise of such Options.

(2) Issuance of Convertible Securities. If the Corporation shall, at any time or from time to time after the Date of Issuance, in any manner grant or sell (whether directly or by assumption in a merger or otherwise) any Convertible Securities, whether or not the right to convert or exchange any such Convertible Securities is immediately exercisable, and the price per share (determined as provided in this paragraph and in Section 4.4(f)(v)(D)(5)) for which Common Stock is issuable upon the conversion or exchange of such Convertible Securities is less than the Conversion Price in effect immediately prior to the time of the granting or sale of such Convertible Securities, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of the total maximum amount of such Convertible Securities shall be deemed to have been issued as of the date of granting or sale of such Convertible Securities (and thereafter shall be deemed to be outstanding for purposes of adjusting the Conversion Price pursuant to Section 4.4(f)(v)(A)), at a price per share equal to the quotient obtained by dividing (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 4.4(f)(v)(A)) of (x) the total amount, if any, received or receivable by the Corporation as consideration for the granting or sale of such Convertible Securities, plus (y) the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange of all such Convertible Securities, by (B) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. Except as otherwise provided in Section 4.4(f)(v)(D)(3), (A) no further adjustment of the Conversion Price shall be made upon the actual issuance of Common Stock upon conversion or exchange of such Convertible Securities and (B) no further adjustment of the Conversion Price shall be made by reason of the issue or sale of Convertible Securities upon exercise of any Options to purchase any such Convertible Securities for which adjustments of the Conversion Price have been made pursuant to the other provisions of this Section 4.4(f)(v)(D).

(3) Change in Terms of Options or Convertible Securities. Upon any change in any of (A) the total amount received or receivable by the Corporation as consideration for the granting or sale of any Options or Convertible Securities referred to in Section 4.4(f)(v)(D)(1) or Section 4.4(f)(v)(D)(2) hereof, (B) the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the exercise of any Options or upon the issuance, conversion or exchange of any Convertible Securities referred to in Section 4.4(f)(v)(D)(1) or Section 4.4(f)(v)(D)(2) hereof, (C) the rate at which Convertible Securities referred to in Section 4.4(f)(v)(D)(1) or Section 4.4(f)(v)(D)(2) hereof are convertible into or exchangeable for Common Stock, or (D) the maximum number of shares of Common Stock issuable in connection with any Options referred to in Section 4.4(f)(v)(D)(1) hereof or any Convertible Securities referred to in Section 4.4(f)(v)(D)(2) hereof (in each case, other than in connection with an Excluded Issuance), then (whether or not the

original issuance or sale of such Options or Convertible Securities resulted in an adjustment to the Conversion Price pursuant to this Section 4.4(f)(v)) the Conversion Price in effect at the time of such change shall be adjusted or readjusted, as applicable, to the Conversion Price which would have been in effect at such time pursuant to the provisions of this Section 4.4(f)(v) had such Options or Convertible Securities still outstanding provided for such changed consideration, conversion rate or maximum number of shares, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment or readjustment the Conversion Price then in effect is reduced, and the number of Conversion Shares issuable upon the conversion of the Series A Preferred Stock immediately prior to any such adjustment or readjustment shall be correspondingly adjusted or readjusted pursuant to the provisions of Section 4.4(f)(v)(B).

(4) Treatment of Expired or Terminated Options or Convertible Securities. Upon the expiration or termination of any unexercised Option (or portion thereof) or any unconverted or unexchanged Convertible Security (or portion thereof) for which any adjustment (either upon its original issuance or upon a revision of its terms) was made pursuant to this Section 4.4(f)(v) (including without limitation upon the purchase for consideration of all or any portion of such Option or Convertible Security by the Corporation), the Conversion Price then in effect hereunder shall forthwith be changed pursuant to the provisions of this Section 4.4(f)(v) to the Conversion Price which would have been in effect at the time of such expiration or termination had such unexercised Option (or portion thereof) or unconverted or unexchanged Convertible Security (or portion thereof), to the extent outstanding immediately prior to such expiration or termination, never been issued.

(5) Calculation of Consideration Received. If the Corporation shall, at any time or from time to time after the Date of Issuance, issue or sell, or is deemed to have issued or sold in accordance with Section 4.4(f)(v)(D), any shares of Common Stock, Options or Convertible Securities: (A) for cash, the consideration received therefor shall be deemed to be the net amount received by the Corporation therefor; (B) for consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be the fair value of such consideration, except where such consideration consists of marketable securities, in which case the amount of consideration received by the Corporation shall be the market price (as reflected on any securities exchange, quotation system or association or similar pricing system covering such security) for such securities as of the end of business on the date of receipt of such securities; (C) for no specifically allocated consideration in connection with an issuance or sale of other securities of the Corporation, together comprising one integrated transaction, the amount of the consideration therefor shall be deemed to be the fair value of such portion of the aggregate consideration received by the Corporation in such transaction as is attributable to such shares of Common Stock, Options or Convertible Securities, as the case may be, issued in such transaction; or (D) to the owners of the non-surviving entity in connection with any merger in which the Corporation is the surviving corporation, the amount of consideration therefor shall be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such shares of Common Stock, Options or Convertible Securities, as the case may be, issued to such owners. The net amount of any cash consideration and the fair value of any consideration other than cash or marketable securities shall be determined in good faith by the Board of Directors.

(6) Record Date. For purposes of any adjustment to the Conversion Price or the number of Conversion Shares in accordance with this Section 4.4(f)(v), in case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (B) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(7) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation or any of its wholly-owned subsidiaries, and the disposition of any such shares (other than the cancellation or retirement thereof or the transfer of such shares among the Corporation and its wholly-owned subsidiaries) shall be considered an issuance or sale of Common Stock for the purpose of this Section 4.4(f)(v).

(E) Adjustment to Conversion Price and Conversion Shares Upon Dividend, Subdivision or Combination of Common Stock. If the Corporation shall, at any time or from time to time after the Date of Issuance, (i) pay a dividend or make any other distribution upon the Common Stock or any other capital stock of the Corporation payable in shares of Common Stock or in Options or Convertible Securities (other than a dividend pursuant to Section 4.4(c) hereof), or (ii) subdivide (by any stock split, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to any such dividend, distribution or subdivision shall be proportionately reduced and the number of Conversion Shares issuable upon conversion of the Series A Preferred Stock shall be proportionately increased. If the Corporation at any time combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased and the number of Conversion Shares issuable upon conversion of the Series A Preferred Stock shall be proportionately decreased. Any adjustment under this Section 4.4(f)(v)(E) shall become effective at the close of business on the date the dividend, subdivision or combination becomes effective.

(F) Adjustment to Conversion Price and Conversion Shares Upon Reorganization, Reclassification, Consolidation or Merger. In the event of any (i) capital reorganization of the Corporation, (ii) reclassification of the stock of the Corporation (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), (iii) consolidation or merger of the Corporation with or into another Person, (iv) sale of all or substantially all of the Corporation's assets to another Person or (v) other similar transaction (other than any such transaction covered by Section 4.4(f)(v)(E)), in each case which entitles the holders of Common Stock to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, each share of Series A Preferred Stock shall, immediately after such reorganization, reclassification, consolidation, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Conversion Shares then convertible for such share, be exercisable for the kind

and number of shares of stock or other securities or assets of the Corporation or of the successor Person resulting from such transaction to which such share would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or similar transaction if the share had been converted in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale or similar transaction and acquired the applicable number of Conversion Shares then issuable hereunder as a result of such conversion (without taking into account any limitations or restrictions on the convertibility of such share, if any); and, in such case, appropriate adjustment shall be made with respect to such holder's rights under this Certificate of Designation to insure that the provisions of this Section 4.4 hereof shall thereafter be applicable, as nearly as possible, to the Series A Preferred Stock in relation to any shares of stock, securities or assets thereafter acquirable upon conversion of Series A Preferred Stock (including, in the case of any consolidation, merger, sale or similar transaction in which the successor or purchasing Person is other than the Corporation, an immediate adjustment in the Conversion Price to the value per share for the Common Stock reflected by the terms of such consolidation, merger, sale or similar transaction, and a corresponding immediate adjustment to the number of Conversion Shares acquirable upon conversion of the Series A Preferred Stock without regard to any limitations or restrictions on conversion, if the value so reflected is less than the Conversion Price in effect immediately prior to such consolidation, merger, sale or similar transaction). The provisions of this Section 4.4(f)(v)(F) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or similar transactions. The Corporation shall not effect any such reorganization, reclassification, consolidation, merger, sale or similar transaction unless, prior to the consummation thereof, the successor Person (if other than the Corporation) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Certificate of Designation, the obligation to deliver to the holders of Series A Preferred Stock such shares of stock, securities or assets which, in accordance with the foregoing provisions, such holders shall be entitled to receive upon conversion of the Series A Preferred Stock. Notwithstanding anything to the contrary contained herein, with respect to any corporate event or other transaction contemplated by the provisions of this Section 4.4(f)(v)(F), each holder of shares of Series A Preferred Stock shall have the right to elect prior to the consummation of such event or transaction, to give effect to the provisions of Section 4.4(d) (if applicable to such event or transaction) or Section 4.4(f) hereunder, instead of giving effect to the provisions contained in this Section 4.4(f)(v)(F) with respect to such holder's Series A Preferred Stock.

(G) Certain Events. If any event of the type contemplated by the provisions of this Section 4.4(f) but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features) occurs, then the Board of Directors shall make an appropriate adjustment in the Conversion Price and the number of Conversion Shares issuable upon conversion of shares of Series A Preferred Stock so as to protect the rights of the holder of such shares in a manner consistent with the provisions of this Section 4.4(f); provided, that no such adjustment pursuant to this Section 4.4(f)(v) shall increase the Conversion Price or decrease the number of Conversion Shares issuable as otherwise determined pursuant to this Section 4.4(f).

(H) Certificate as to Adjustment.

(1) As promptly as reasonably practicable following any adjustment of the Conversion Price, but in any event not later than 20 days thereafter, the Corporation shall furnish to each holder of record of Series A Preferred Stock at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder) a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof.

(2) As promptly as reasonably practicable following the receipt by the Corporation of a written request by any holder of Series A Preferred Stock, but in any event not later than 20 days thereafter, the Corporation shall furnish to such holder a certificate of an executive officer certifying the Conversion Price then in effect and the number of Conversion Shares or the amount, if any, of other shares of stock, securities or assets then issuable to such holder upon conversion of the shares of Series A Preferred Stock held by such holder.

(1) Notice. In the event:

(1) that the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Series A Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, to vote at a meeting (or by written consent), to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(2) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, any consolidation or merger of the Corporation with or into another Person, or sale of all or substantially all of the Corporation's assets to another Person; or

(3) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation;

then, and in each such case, the Corporation shall send or cause to be sent to each holder of record of Series A Preferred Stock at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder) at least 5 days prior to the applicable record date or the applicable expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution, meeting or consent or other right or action, and a description of such dividend, distribution or other right or action to be taken at such meeting or by written consent, or (B) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up is proposed to take place, and the date, if any is to be fixed, as of which the books of the Corporation shall close or a record shall be taken with respect to which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon conversion of the Series A Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification,

consolidation, merger, sale, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series A Preferred Stock and the Conversion Shares.

(g) Perpetual Issuance. Shares of Series A Preferred Stock shall remain outstanding in perpetuity unless and until such shares are converted as provided herein.

(h) No Preemptive Rights. No holder of shares of Series A Preferred Stock shall have any preemptive or preferential right of subscription to any shares of any class of stock of the Corporation, whether now or hereafter authorized, or to any obligation convertible into stock of the Corporation, issued or sold, nor to any right of subscription to any of such securities other than such, if any, as the Board of Directors, in its sole discretion, may from time to time determine and at such price as the Board of Directors may from time to time fix.

(i) Status of Converted Shares. Shares of Series A Preferred Stock that are converted into shares of Common Stock as provided herein shall be restored to the status of authorized but unissued shares of Preferred Stock.

(j) Notice. Except as may otherwise be expressly provided herein, notices given and deliveries made in connection with Series A Preferred Stock may be given by (i) first class mail, postage prepaid, (ii) personal delivery, whether by the party giving such notice or making such delivery or by an agent on behalf of such person, or (iii) a recognized courier service guaranteeing overnight or two day delivery service. Notice so given or a delivery so made, shall be considered effective as of the date of receipt of such notice or delivery by the person to whom the notice is addressed or the delivery directed. Notice to the Corporation shall be addressed to the Chief Financial Officer at the principal executive office of the Corporation and notice to the holder of Series A Preferred Stock shall be addressed to the holder at the address specified for such holder in the books and records of the Corporation (or at such other address as may be provided to the Corporation in writing by such holder).

(k) Conversion upon a Change in Control. At the option of each holder of Series A Preferred Stock, in the event of a Change in Control (as defined below), each holder of Series A Preferred Stock may convert such holder's shares of Series A Preferred Stock into shares of Common Stock, in accordance with the terms and procedures set forth herein. Nothing in this Section 4.4(k) shall require a holder of Series A Preferred Stock to convert such holder's shares pursuant to the terms hereof in the event of a Change in Control.

(i) Definition of Change in Control. As used herein, the term "Change in Control" means the occurrence of any of the following circumstances: (i) fifty-one percent (51%) or more of the outstanding voting stock of the Corporation is acquired or beneficially acquired (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended, or any successor rule thereto) by any person or entity in a transaction other than a public offering of the voting stock of the Corporation or a new equity offering in exchange for stock of the Corporation; or (ii) the Corporation is merged or consolidated with or into another corporation in such a manner that the voting shareholders of the Corporation immediately prior to such merger or consolidation hold immediately after the merger or consolidation, in the aggregate, less than fifty percent (50%) of the voting stock of the surviving corporation or its

parent corporation; or (iii) all or substantially all of the assets of the Corporation are sold or otherwise transferred to any person or entity in one transaction or a series of transactions.

(ii) Notice of Change in Control; Notice of Election. In the event of a proposed Change of Control, the Corporation shall notify the holders of Series A Preferred Stock of such proposed Change in Control at the same time and in the same manner as the Corporation notifies the holders of its Common Stock of such proposed Change in Control (the "Change Notice"). The Change Notice shall contain (a) the material terms of the proposed Change in Control, (b) a reminder that the Series A Preferred Stock may be converted in connection with such Change in Control, (c) instructions on how the holder of Series A Preferred Stock may tender such holder's shares, and (d) a form of notice in which the holder must notify the Corporation of such holder's decision whether to convert such holder's Series A Preferred Stock (the "Notice of Election"). In the Notice of Election each holder of Series A Preferred Stock shall (i) specify to the Corporation whether or not the holder elects to convert such holder's shares of Series A Preferred Stock, (ii) the number of shares of Series A Preferred Stock being tendered for conversion, (iii) in the case the holder elects to convert such holder's shares of Series A Preferred Stock in accordance with the terms hereof, expressly accept the terms of conversion, and (iv) provide such other information or undertakings as the Corporation may reasonably request in order to effect the conversion of the holder's shares of Series A Preferred Stock. Each holder of shares of Series A Preferred Stock shall complete and return the Notice of Election within the time specified in the Change Notice and subject to the reasonable requirements and instructions of the Corporation, but in no event sooner than thirty (30) days after the Corporation gives the Change Notice.

(iii) Terms of Conversion. Each share of Series A Preferred Stock surrendered for conversion upon a proposed Change in Control (a "Converted Change Share") shall be valued as the sum of its Preferential Liquidation Amount plus the amount of any accrued and accumulated and unpaid dividends (the "Exchange Value"). At the closing of a Change in Control, each Converted Change Share shall be converted into a number of shares of Common Stock equal to (a) the aggregate amount of the Exchange Value of all Converted Change Shares tendered by a holder, divided by (b) the price per share of Common Stock at which the Change in Control transaction is being effected (the "Exchange Calculation"). For purposes of the Change in Control transaction, the holder of Converted Change Shares shall be considered a holder of the number of shares of Common Stock calculated in accordance with the Exchange Calculation, subject to the terms of the agreements governing the Change in Control transaction, including those pertaining to the duties and obligations of holders of Common Stock. By way of example only, assume (i) the aggregate Exchange Value of 500 Converted Change Shares is \$5,000, (ii) the price per share of Common Stock at which the Change in Control transaction is being effected is \$10.00 per share of Common Stock and (iii) upon the close of the Change in Control each share of Common Stock will be exchanged for ten (10) shares of the common stock of the acquirer. Upon the consummation of the closing of the Change in Control, the holder of the five (5) Converted Change Shares will receive 5,000 shares of the acquirer's common stock (derived from dividing \$5,000 by \$10.00 per share, which equals 500 shares of Common Stock, and multiplying that amount by 10 shares of acquirer's common stock).

(iv) Additional Terms. Notwithstanding the election by any holder of shares of Series A Preferred Stock to tender such holder's shares for conversion upon the

occurrence of a Change in Control as provided herein, the conversion of such Converted Change Shares shall be contingent upon the consummation of the closing of the Change in Control. If for any reason the proposed Change in Control does not occur, no such surrender and conversion of Converted Change Shares shall be effective and the status of such shares shall be the same as prior to the proposed Change in Control transaction.

Section 4.5 No Class Vote on Changes in Authorized Number of Shares of Stock. Subject to the rights of the holders of any outstanding series of Preferred Stock, the number of authorized shares of any class or classes of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of at least a majority of the voting power of the stock entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL.

ARTICLE V DIRECTORS

Section 5.1 Number. Except as otherwise provided for or fixed pursuant to the provisions of this Certificate of Incorporation (including any Preferred Stock Designation), the number of directors of the Corporation shall be fixed by or in the manner provided in the Bylaws.

Section 5.2 Election. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VI EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE VII AMENDMENT

Section 7.1 Amendment of Certificate of Incorporation. The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Preferred Stock Designation), and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by the laws of the State of Delaware, and all powers, preferences and rights of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) in its present form or as hereafter amended are granted subject to this reservation.

Section 7.2 Amendment of Bylaws. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation (subject to the provisions of any Preferred Stock Designation).

**ARTICLE VIII
LIABILITY OF DIRECTORS**

Section 8.1 No Personal Liability. To the fullest extent permitted by the DGCL as the same exists or as may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

Section 8.2 Amendment or Repeal. Any amendment, alteration or repeal of this Article VIII that adversely affects any right of a director shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

**ARTICLE IX
FORUM FOR ADJUDICATION OF DISPUTES**

Section 9.1 Forum. Unless the Corporation, in writing, selects or consents to the selection of an alternative forum, the sole and exclusive forum for any current or former stockholder (including any current or former beneficial owner) to bring internal corporate claims (as defined below), to the fullest extent permitted by law, and subject to applicable jurisdictional requirements, shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court or a federal court located within the State of Delaware). For purposes of this Article IX, internal corporate claims means claims, including claims in the right of the Corporation: (a) that are based upon a violation of a duty by a current or former director, officer, employee or stockholder in such capacity; or (b) as to which the DGCL confers jurisdiction upon the Court of Chancery.

Section 9.2 Consent to Jurisdiction. If any action the subject matter of which is within the scope of this Article IX is filed in a court other than the Court of Chancery (or, if the Court of Chancery does not have jurisdiction, another state court or a federal court located within the State of Delaware) (a "Foreign Action") by any current or former stockholder (including any current or former beneficial owner), such stockholder shall be deemed to have consented to: (a) the personal jurisdiction of the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) in connection with any action brought in any such court to enforce this Article IX; and (b) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

Section 9.3 Enforceability. If any provision of this Article IX shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Article IX (including, without limitation, each portion of any sentence of this Article IX containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby.

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IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 242 and 245 of the DGCL and has been executed by the Corporation's duly authorized officer on July 27, 2017.

Techna Glass, Inc.,
a Delaware Corporation

A handwritten signature in black ink, appearing to read "Troy Mason", is written over a horizontal line.

By: Troy Mason
Title: Chief Executive Officer