

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM495999

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ENTITY CONVERSION
RESUBMIT DOCUMENT ID:	900471299

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vivonet Acquisition Ltd.		09/24/2018	Corporation: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	Vivonet Acquisition Ltd.
Street Address:	250 Ferrand Drive
Internal Address:	Suite 1200
City:	Toronto
State/Country:	CANADA
Postal Code:	M3C 3G8
Entity Type:	Corporation: ONTARIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2921000	VIVONET

CORRESPONDENCE DATA

Fax Number: 2158325347
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.

Phone: 215-569-5347
Email: aria@Blankrome.com
Correspondent Name: Zachary A. Aria
Address Line 1: One Logan Square
Address Line 2: Blank Rome LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

DOMESTIC REPRESENTATIVE

Name: Zachary A. Aria
Address Line 1: One Logan Square
Address Line 2: Blank Rome LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Zachary A. Aria
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SIGNATURE:	/Zachary A. Aria/
DATE SIGNED:	10/30/2018
Total Attachments: 18	
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Ministry of Government
and Consumer Services

Ministère des Services
gouvernementaux et des
Services aux consommateurs

CERTIFICATE

This is to certify that these articles
are effective on

CERTIFICAT

Ceci certifie que les présents statuts
ont été en vigueur le

5003002

SEPTEMBER 24 SEPTEMBRE, 2018



Director / Directeur
Business Corporations Act / Loi sur les sociétés par actions

Form 6
Business
Corporations
Act

Formule 6
Loi sur les
sociétés par
actions

**ARTICLES OF CONTINUANCE
STATUTS DE MAINTIEN**

- The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT) :

V	I	V	O	N	E	T		A	C	Q	U	I	S	I	T	I	O	N		L	T	D	.

- The corporation is to be continued under the name (if different from 1) :
Nouvelle dénomination sociale de la société (si elle diffère de celle inscrite ci-dessus) :

N	/	A																					

- Name of jurisdiction the corporation is leaving: / Nom du territoire (province ou territoire, État ou pays) que quitte la société :

BRITISH COLUMBIA

Name of jurisdiction / Nom du territoire

- Date of incorporation/amalgamation: / Date de la constitution ou de la fusion :

2012/12/07

Year, Month, Day / année, mois, jour

- The address of the registered office is: / Adresse du siège social en :

250 Ferrand Drive, Suite 1200

Street & Number or R.R. Number & if Multi-Office Building give Room No.
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Toronto


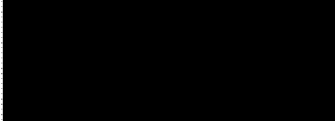
Name of Municipality or Post Office / Nom de la municipalité ou du bureau de poste

ONTARIO

M 3 C 3 G 8

Postal Code/Code postal

6. Number of directors is/are: Fixed number OR minimum and maximum 1 10
 Nombre d'administrateurs : Nombre fixe OU minimum et maximum

7. The director(s) is/are: / Administrateur(s) First name, middle names and sur-name Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State "Yes" or "No" Résident canadien Oui/Non
Gregory M. Giangiordano		No
Lou Jules Pagotto		Yes

8. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
 Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.
 None.

9. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The Corporation is authorized to issue (a) 13,000,000 common shares, (b) an unlimited number of Class A Preferred shares, issuable in one or more series, and (c) 12,000 Class A Preferred, Series 1 shares.

10. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

Please see "Schedule A".

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SCHEDULE A

PART 1

**SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO
THE COMMON SHARES**

The Common shares each shall confer on the holders thereof and shall be subject to the following special rights and restrictions:

1.1 Voting Rights.

The holders of Common shares shall at any annual or extraordinary general meeting of the shareholders of the Corporation be entitled to one vote in respect of each Common share held.

1.2 Dividends.

Subject to any rights of the holders of any Class A Preferred shares or any series thereof, the holders of the Common shares shall in each year, in the absolute discretion of the Directors, be entitled, out of all amounts available for dividends, to non-cumulative dividends at a rate to be determined by the Directors.

1.3 Liquidation.

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs or upon a reduction or return of its capital, the holders of the Common shares shall, after the holders of the Class A Preferred shares or any series thereof, have received payment of the amounts to which they are entitled in accordance with these Articles, be entitled to receive the amount paid up thereon together with an amount equal to all declared but unpaid dividends and thereafter the holders of the Common shares shall be entitled to receive and share among themselves equally on a per share basis in any further distribution of the property or assets of the Corporation.

PART 2

**SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO
THE CLASS A PREFERRED SHARES**

2.1 The Class A Preferred shares each shall confer on the holders thereof and shall be subject to the following special rights and restrictions:

- a) Except for the rights, preferences and limitations of the Class A Preferred, Series 1 shares (the "Series 1 Shares") set forth in Part 3 below, the special rights and restrictions of Class A Preferred shares are undesignated. The Board of Directors

may designate one or more series within the Class A Preferred shares, and the designation and number of shares within each series, and shall determine the preferences, limitations, and relative rights of any series of Class A Preferred shares, before issuance of any shares of that series.

PART 3

SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO THE CLASS A PREFERRED, SERIES 1 SHARES

The Class A Preferred, Series 1 shares (the "Series 1 Shares") each shall confer, on the holders thereof and shall be subject to the following special rights and restrictions:

3.1 Dividends.

- a) *General Obligation.* Subject to Section 3.1(d) below, when and if declared by the Corporation's Board of Directors and to the extent permitted under the *Business Corporations Act*, the Corporation shall pay preferential dividends to the holders of the Series 1 Shares as provided in this Part 3.
- b) *Dividend Accumulation.* If at any time the Board of Directors declares a dividend on the Series 1 Shares and there exists insufficient funds to legally pay such dividend, the amounts so declared shall be accumulated and shall remain accumulated dividends with respect to such share of Series 1 Shares until paid to the holder thereof.
- c) *Distribution of Partial Dividend Payments.* Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Series 1 Shares, such payment shall be distributed *pro rata* among the holders thereof based upon the aggregate accrued but unpaid dividends on the shares held by each such holder.
- d) *Mandatory Quarterly Dividend.* Notwithstanding anything to the contrary contained herein, each Series 1 Share shall earn a cumulative cash dividend, whether or not declared, in an amount equal to three percent (3%) of the Dividend Base per quarter, commencing from the date of issuance of each such Series 1 Share and continuing until the entirety of each such share is redeemed or liquidated (each, a "Mandatory Quarterly Dividend"). Each Mandatory Quarterly Dividend shall accrue and be earned on a daily basis, on a 365/366 day year, as the case may be. Each Mandatory Quarterly Dividend shall be senior in all respects to all other dividends or distributions on the capital of the Corporation.

3.2 Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation (whether voluntary or involuntary), each holder of Series 1 Shares shall be entitled to be paid, before any distribution or

payment is made upon any Junior Shares, an amount in cash equal to the aggregate Liquidation Value of all Series 1 Shares held by such holder, plus all accrued Mandatory Quarterly Dividends earned through such date, plus all other declared and unpaid dividends thereon, and the Series 1 Shares shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation the Corporation's assets to be distributed among the holders of the Series 1 Shares are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid under this Section 3.2, then the entire assets available to be distributed to the Corporation's shareholders shall be distributed *pro rata* among such holders based upon the aggregate Liquidation Value (including all accrued Mandatory Quarterly Dividends earned through such date plus all accrued and unpaid dividends) of the Series 1 Shares held by each such holder. Not less than twenty (20) days prior to the payment date stated therein, the Corporation shall mail written notice of any such liquidation, dissolution or winding up to each record holder of Series 1 Shares, setting forth in reasonable detail the amount of proceeds to be paid with respect to each Series 1 Share and each Common Share in connection with such liquidation, dissolution or winding up.

3.3 Priority of Series 1 Shares on Dividends and Redemptions.

So long as any Series 1 Share remains outstanding, without the prior written consent of a majority of the then outstanding Series 1 Shares, the Corporation shall not, nor shall it permit any Subsidiary to, redeem, purchase or otherwise acquire directly or indirectly any Junior Shares, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Shares; provided that the Corporation may repurchase Common Shares from present or former employees of the Corporation or its Subsidiaries in accordance with the provisions of any employment agreements or other agreements with such persons, or may purchase Junior Shares held by them through exercise of rights under any stock option plan of the Corporation.

3.4 Redemptions.

- a) *Optional Redemptions.* The Corporation may at any time and from time to time redeem all or any portion of the Series 1 Shares then outstanding. Upon any such redemption, the Corporation shall pay a price per share equal to the Liquidation Value thereof, plus all accrued Mandatory Quarterly Dividends earned through such date, plus all other accrued and unpaid dividends.
- b) *Redemption After Public Offering.* The Corporation shall, at the request (by written notice given to the Corporation) of the holders of a majority of the Series 1 Shares, apply the net cash proceeds from any Public Offering remaining after deduction of all discounts, underwriters' commissions and other reasonable expenses to redeem Series 1 Shares at a price per share equal to the Liquidation Value thereof (including all accrued Mandatory Quarterly Dividends earned through such date plus all accrued and unpaid dividends thereon). Such redemption shall take place on a date fixed by the Corporation, which date shall be not more than five (5) days after the Corporation's receipt of such proceeds. If the funds of the Corporation legally available for redemption of such Series 1 Shares are insufficient to redeem the total

(10)

number of Series 1 Shares to be redeemed on such date, then any Series 1 Shares not redeemed shall automatically be converted pursuant to Section 3.5 hereof.

- e) *Redemption Payments.* For each Series 1 Share which is to be redeemed hereunder, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's registered office of the certificate representing such share) an amount in immediately available funds equal to the Liquidation Value of such share, plus all accrued Mandatory Quarterly Dividends earned through such date, plus all other accrued and unpaid dividends thereon. If the funds of the Corporation legally available for redemption of Series 1 Shares on any Redemption Date are insufficient to redeem the total number of shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Series 1 Shares *pro rata* among the holders of the Series 1 Shares to be redeemed based upon the aggregate Liquidation Value of such shares held by each such holder, plus all accrued Mandatory Quarterly Dividends earned through such date, plus all other accrued and unpaid dividends thereon. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Series 1 Shares, such funds shall immediately be used to redeem the balance of the Series 1 Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.
- d) *Notice of Redemption.* Except as otherwise provided herein, the Corporation shall mail written notice of each redemption of any Series 1 Shares to each record holder thereof not more than sixty (60) nor less than five (5) days prior to the date on which such redemption is to be made. In case fewer than the total number of shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed shares shall be issued to the holder thereof without cost to such holder within five (5) days after surrender of the certificate representing the redeemed shares.
- e) *Determination of the Number of Each Holder's Shares to be Redeemed.* The number of Series 1 Shares to be redeemed from each holder thereof in redemptions hereunder shall be the number of shares determined by multiplying the total number of shares to be redeemed times a fraction, the numerator of which shall be the total number of shares then held by such holder and the denominator of which shall be the total number of shares then outstanding.
- f) *Redeemed or Otherwise Acquired Shares.* Any Series 1 Shares which are redeemed or otherwise acquired by the Corporation shall be cancelled and retired to authorized but unissued shares and shall not be reissued, sold or transferred.
- g) *Other Redemptions or Acquisitions.* The Corporation shall not, nor shall it permit any Subsidiary to, redeem or otherwise acquire any Series 1 Shares, except as expressly authorized herein.

h) *Special Redemptions.*

- i) If a Change in Ownership has occurred or the Board of Directors becomes aware that a Change in Ownership is proposed to occur, the Corporation shall give prompt written notice of such Change in Ownership describing in reasonable detail the material terms and date of consummation thereof to each holder of Series 1 Shares, but in any event such notice shall not be given later than three (3) days prior to the occurrence of such Change in Ownership, and the Corporation shall give each holder of Series 1 Shares prompt written notice of any material change in the terms or timing of such transaction. The holder or holders of a majority of the Series 1 Shares then outstanding may require the Corporation to redeem all of the Series 1 Shares owned by all holders at a price per share equal to the Liquidation Value thereof, plus all accrued Mandatory Quarterly Dividends earned through such date, plus all other accrued and unpaid dividends thereon, by giving written notice to the Corporation of such election prior to the later of (i) thirty (30) days after receipt of the Corporation's notice, or (ii) two (2) days prior to the consummation of the Change in Ownership (the "Expiration Date").

Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of Series 1 Shares specified therein on the later of (i) the occurrence of the Change in Ownership, or (ii) five (5) days after the Corporation's receipt of such election(s). If any proposed Change in Ownership does not occur, all requests for redemption in connection therewith shall be automatically rescinded, or if there has been a material change in the terms or the timing of the transaction, the holders of a majority of the Series 1 Shares may rescind such holder's request for redemption by delivering written notice thereof to the Corporation prior to the consummation of the transaction.

The term "Change in Ownership" means any sale, transfer or issuance or series of sales, transfers and/or issuances of Common Shares by the Corporation or any holders thereof which results in any Person or group of Persons (as the term "group" is used under the Securities Exchange Act of 1934 of the United States of America), other than the holders of Common Shares and Series 1 Shares as of the date immediately preceding such sale, transfer or issuance (or series thereof), owning more than fifty percent (50%) of the Common Shares outstanding at the time of such sale, transfer or issuance or series of sales, transfers and/or issuances.

- ii) If a Fundamental Change is proposed to occur, the Corporation shall give written notice of such Fundamental Change describing in reasonable detail the material terms and date of consummation thereof to each holder of Series 1 Shares not more than sixty (60) days nor less than twenty (20) days prior to the consummation of such Fundamental Change, and the Corporation shall give each holder of Series 1 Shares prompt written notice

of any material change in the terms or timing of such transaction. The holder or holders of a majority of the Series 1 Shares then outstanding, may require the Corporation to redeem all of the Series 1 Shares owned by all holders at a price per share equal to the Liquidation Value thereof, plus all accrued Mandatory Quarterly Dividends earned through such date, plus all other accrued and unpaid dividends thereon, by giving written notice to the Corporation of such election prior to the later of (i) ten (10) days prior to the consummation of the Fundamental Change, or (ii) ten (10) days after receipt of notice from the Corporation.

Upon receipt of such election(s), the Corporation shall be obligated to redeem the aggregate number of shares specified therein upon the consummation of such Fundamental Change. If any proposed Fundamental Change does not occur, all requests for redemption in connection therewith shall be automatically rescinded, or if there has been a material change in the terms or the timing of the transaction, the holders of a majority of the Series 1 Shares may rescind such holder's request for redemption by delivering written notice thereof to the Corporation prior to the consummation of the transaction.

The term "Fundamental Change" means (i) any sale or transfer of more than fifty percent (50%) of the assets of the Corporation and its Subsidiaries on a consolidated basis (measured either by book value in accordance with generally accepted accounting principles consistently applied or by fair market value determined in the reasonable good faith judgment of the Corporation's Board of Directors) in any transaction or series of transactions (other than sales in the ordinary course of business), and (ii) any merger or consolidation to which the Corporation is a party, except for an amalgamation in which the Corporation is the surviving Corporation, and pursuant thereto the terms of the Series 1 Shares are not changed and the Series 1 Shares are not exchanged for cash, securities or other property, and after giving effect to such amalgamation, the holders of the Corporation's outstanding shares possessing a majority of the voting power (under ordinary circumstances) to elect a majority of the Corporation's Board of Directors immediately prior to the amalgamation shall continue to own the Corporation's outstanding shares possessing the voting power (under ordinary circumstances) to elect a majority of the Corporation's Board of Directors.

3.5 Conversion of Series 1 Shares.

- a) *Conversion Right.* If following any Public Offering the funds of the Corporation legally available for redemption of shares are insufficient to redeem the total number of Series 1 Shares to be redeemed pursuant to Section 3.4(b) hereof on such date, then any Series 1 Shares not redeemed shall automatically be converted into a number of Conversion Shares computed by dividing the Liquidation Value thereof, plus all accrued Mandatory Quarterly Dividends earned through such date,

plus all other accrued and unpaid dividends thereon, by the IPO Price. Any automatic conversion shall be effective without any action on the part of the holder of Series 1 Shares upon not less than two (2) days prior written notice of the automatic conversion delivered by the Corporation to all holders of Series 1 Shares.

- b) Effectiveness. Except as otherwise provided herein, any conversion of Series 1 Shares shall be deemed to have been effected as of the consummation of a Public Offering, whether or not the certificate or certificates representing the Series 1 Shares to be converted have been surrendered for conversion at the registered office of the Corporation. To the extent the certificate or certificates representing the Series 1 Shares to be converted have not been surrendered for conversion prior to the effective date of conversion, the holder of such Series 1 Shares shall surrender for conversion such certificate or certificates at the registered office of the Corporation after the effective date of conversion. At the time any such conversion has been effected, the rights of the holder of such Series 1 Shares (as such a holder) shall cease and the Person or Persons in whose name or names Conversion Shares are to be issued upon such conversion shall be deemed to have become the holder or holders of record of the Conversion Shares represented thereby.
- c) Record Books; Filings. The Corporation shall not close its books against the transfer of Series 1 Shares or of Conversion Shares issued or issuable upon conversion of Series 1 Shares in any manner which interferes with the timely conversion of Series 1 Shares. The Corporation shall assist and cooperate with any holder of Series 1 Shares required to make any governmental filings or obtain any governmental approval prior to or in connection with any conversion of shares hereunder (including, without limitation, making any filings required to be made by the Corporation).
- d) Fractional Shares. If any fractional interest in Conversion Shares would, except for the provisions of this Section 3.5(d), be deliverable upon any conversion of the Series 1 Shares, the Corporation, in lieu of delivering the fractional share therefor, shall pay in cash an amount to the holder thereof equal to the IPO Price of such fractional share as of the date of conversion.
- e) Certificates. The issuance of certificates for Conversion Shares upon conversion of Series 1 Shares shall be made without charge to the holders of such Series 1 Shares for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such conversion and the related issuance of Conversion Shares. Upon conversion of each Series 1 Share, the Corporation shall take all such actions as are necessary in order to insure that the Conversion Shares issuable with respect to such conversion shall be validly issued, fully paid and nonassessable. All Conversion Shares which are issuable upon conversion of the Series 1 Shares shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all liens and charges.

3.6 Voting Rights.

Except as otherwise provided herein and as otherwise required by applicable law, the Series 1 Shares shall have no voting rights; provided that each holder of Series 1 Shares shall be entitled to notice of all shareholders meetings at the same time and in the same manner as notice is given to all shareholders entitled to vote at such meetings.

3.7 Registration of Transfer.

The Corporation shall keep at its registered office a central securities register for the registration of Series 1 Shares. Upon the surrender of any certificate representing Series 1 Shares at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series 1 Shares represented by such new certificate from the date to which dividends have been fully paid on such Series 1 Shares represented by the surrendered certificate.

3.8 Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Series 1 Shares, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series 1 Shares represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

3.9 Definitions.

"Change in Ownership" has the meaning set forth in Section 3.4(h)(i) hereof.

"Common Shares" means, the Corporation's Common shares.

"Dividend Base" means the Liquidation Value plus all previously accrued but unpaid Mandatory Quarterly Dividends. For avoidance of doubt and by way of example, the Dividend Base shall be as follows for the first five quarters assuming no Mandatory Annual Dividend is actually paid:

Quarter	Dividend Base	Mandatory Quarterly Dividend Amount
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1	USD\$1,000.00	USD\$30.00
2	USD\$1,030.00	USD\$30.90
3	USD\$1,060.90	USD\$31.83
4	USD\$1,092.73	USD\$32.78
5	USD\$1,125.51	USD\$33.77

“**Conversion Shares**” means the Corporation’s Common Shares; provided that if there is a change such that the securities issuable upon conversion of the Series 1 Shares are issued by an entity other than the Corporation or there is a change in the class of securities so issuable, then the term “**Conversion Share**” shall mean one share of the security issuable upon conversion of the Series 1 Shares if such security is issuable in shares, or shall mean the smallest unit in which such security is issuable if such security is not issuable in shares.

“**Fundamental Change**” has the meaning set forth in Section 3.4(h)(ii) hereof.

“**IPO Price**” means the price at which the common equity securities of the Corporation are offered to the public pursuant to the Initial Public Offering.

“**Junior Shares**” means any Common shares or other equity securities of the Corporation, except for the Series 1 Shares.

“**Liquidation Value**” of any share as of any particular date shall be equal to One Thousand US Dollars (USD\$1,000.00).

“**Mandatory Quarterly Dividend**” has the meaning set forth in Section 3.1(d) hereof.

“**Person**” means an individual, a partnership, a corporation, a limited liability Corporation, a limited liability, an association, a joint stock Corporation, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“**Public Offering**” means any offering by the Corporation of its shares or equity securities to the public pursuant a prospectus in Canada or to an effective registration statement under the Securities Act of 1933 (United States of America), as then in effect, or any comparable statement under any similar USA federal statute then in force.

“**Redemption Date**” as to any share means the date specified in the notice of any redemption at the Corporation’s option or at the holder’s option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such share (including all accrued Mandatory Quarterly Dividends earned through such date plus all accrued and unpaid dividends thereon and any required premium with respect thereto) is actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

“**Subsidiary**” means, with respect to any Person, any corporation, limited liability Corporation, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares entitled (without regard to the occurrence of any

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contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability Corporation, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of (hat person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability Corporation, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability Corporation, partnership, association or other business entity gains or losses or shall be or control the managing general partner of such limited liability Corporation, partnership, association or other business entity.

3.10 Amendment and Waiver.

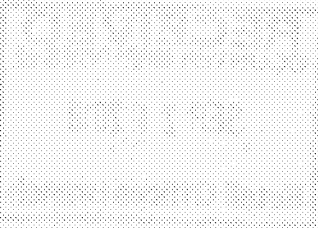
No amendment, modification or waiver shall be binding or effective with respect to any provision hereof without the prior written consent of the holders of a majority of the Series 1 Shares outstanding at the time such action is taken.

11. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

No securities of the Corporation, other than non-convertible debt securities, shall be transferred without the consent of either (a) majority of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by an instrument or instruments in writing signed by a majority of the directors, or (b) the holders of a majority of the outstanding shares of the Corporation entitling the holders thereof to vote in all circumstances (other than a separate class vote of the holders of another class of shares of the Corporation) expressed by a resolution passed at a meeting of such shareholders or by an instrument or instruments in writing signed by the holders of a majority of such shares.

12. Other provisions, (if any).
Autres dispositions s'il y a lieu :

None.



13. The corporation has complied with subsection 180(3) of the *Business Corporations Act*.
La société s'est conformée au paragraphe 180(3) de la *Loi sur les sociétés par actions*.
14. The continuation of the corporation under the laws of the Province of Ontario has been properly authorized under the laws of the jurisdiction in which the corporation was incorporated/amalgamated or previously continued on.
Le maintien de la société en vertu des lois de la province de l'Ontario a été dûment autorisé en vertu des lois de l'autorité législative sous le régime de laquelle la société a été constituée ou fusionnée ou antérieurement maintenue le

2018 September 13

Year, Month, Day
année, mois, jour

15. The corporation is to be continued under the *Business Corporations Act* to the same extent as if it had been incorporated thereunder.
Le maintien de la société en vertu de la *Loi sur les sociétés par actions* a le même effet que si la société avait été constituée en vertu de cette loi.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

VIVONET ACQUISITION LTD.

Name of Corporation / Dénomination sociale de la société

By / Par

Signature / Signatures

Gregory M. Gisngiordano

Print name of signatory / Nom du signataire en lettres moulées

President

Description of Office / Fonction

These articles must be signed by a director or officer of the corporation (e.g. president, secretary).
Ces statuts doivent être signés par un administrateur ou un dirigeant de la société (p. ex. : président, secrétaire).

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COUNTER SERVICES #2
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10/24/2018 10:24:00 AM

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