

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494730

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMMONBOND LLC		08/27/2013	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMMONBOND, INC.		
<b>Street Address:</b>	524 Broadway		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10012		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4533129	REFINANCE \$101	
<b>Registration Number:</b>	4409819	COMMONBOND	
<b>Registration Number:</b>	4466242	YOU'RE NOT A LOAN WITH US	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8165317545		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	816.460.2400		
<b>Email:</b>	trademarks.us@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP		
<b>Address Line 1:</b>	233 South Wacker Drive Suite 7800		
<b>Address Line 2:</b>	P.O. Box 061080		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606-1080		
<b>NAME OF SUBMITTER:</b>	TIFFANY L. SCHWARTZ		
<b>SIGNATURE:</b>	/tls/		
<b>DATE SIGNED:</b>	10/19/2018		
<b>Total Attachments: 24</b>			
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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 THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED LIABILITY COMPANY UNDER THE NAME OF "COMMONBOND LLC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "COMMONBOND LLC" TO "COMMONBOND, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF AUGUST, A.D. 2013, AT 9:34 O`CLOCK A.M.



  
Jeffrey W. Bullock, Secretary of State

5143592 8100V  
SR# 20186822236

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

Authentication: 203486482  
Date: 09-25-18

**TRADEMARK**  
**REEL: 006507 FRAME: 0907**

STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A LIMITED LIABILITY COMPANY TO A CORPORATION  
PURSUANT TO SECTION 265 OF  
THE DELAWARE GENERAL CORPORATION LAW

1. The jurisdiction where the Limited Liability Company first formed is Delaware.
2. The jurisdiction immediately prior to filing this Certificate is Delaware.
3. The date the Limited Liability Company first formed is April 23, 2012.
4. The name of the Limited Liability Company immediately prior to filing this Certificate is CommonBond LLC.
5. The name of the Corporation as set forth in the Certificate of Incorporation is CommonBond, Inc.
6. This Certificate has been duly executed in accordance with subsection (h) of Section 265 of the Delaware General Corporation Law.
7. The effective time of the filing of this Certificate shall be the date of its filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Limited Liability Company has executed this Certificate on the 27<sup>th</sup> day of August, 2013.

/s/ David Klein  
David Klein  
Manager


# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "COMMONBOND, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF AUGUST, A.D. 2013, AT 9:34 O`CLOCK A.M.



  
Jeffrey W. Bullock, Secretary of State

5143592 8100  
SR# 20186822236

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

Authentication: 203486483  
Date: 09-25-18

**TRADEMARK**  
**REEL: 006507 FRAME: 0909**

CERTIFICATE OF INCORPORATION  
OF  
COMMONBOND, INC.

The undersigned, in order to form a corporation pursuant to Sections 101 and 102 of the General Corporation Law of the State of Delaware, does hereby certify as follows:

I.

The name of this corporation is **COMMONBOND, INC.** (the "*Company*").

II.

The address of the registered office of this Company in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Zip Code 19808, and the name of the registered agent of this Company in the State of Delaware at such address is Corporation Service Company.

III.

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law ("*DGCL*").

IV.

A. The Company is authorized to issue two classes of stock to be designated, respectively, "**Common Stock**" and "**Preferred Stock**." The total number of shares which the Company is authorized to issue is forty-two million six hundred sixty-three thousand seven hundred ten (42,663,710) shares, thirty-eight million two hundred thirty-three thousand three hundred thirty-three (38,233,333) shares of which shall be Common Stock (the "**Common Stock**") and four million four hundred thirty thousand three hundred seventy-seven (4,430,377) shares of which shall be Preferred Stock (the "**Preferred Stock**"). The Common Stock and the Preferred Stock shall each have a par value of \$0.001 per share.

Twenty-five million (25,000,000) shares of the authorized Common Stock are hereby designated "**Class A Common Stock**", five million (5,000,000) shares of the authorized Common Stock are hereby designated "**Class B Common Stock**", eight million (8,000,000) shares of the authorized Common Stock are hereby designated "**Class B-1 Common Stock**", thirty-three thousand three hundred thirty-three (33,333) shares of the authorized Common Stock are hereby designated "**Class P-1 Common Stock**", and two hundred thousand (200,000) shares of the authorized Common Stock are hereby designated "**Class P-2 Common Stock**". Except as otherwise expressly provided for herein or as the context otherwise requires, the term "**Common Stock**," when used herein without specific reference to the Class A Common Stock, the Class B Common Stock, the Class B-1 Common Stock, the Class P-1 Common Stock, and the Class P-2 Common Stock, means shares of the Common Stock of the Company of any class.

B. The holders of the Class A Common Stock are entitled to one vote for each share of Class A Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). Except as set forth in Section C(2) of this Article IV, the Class B Common Stock, the Class B-1 Common Stock, the Class P-1 Common Stock, and the Class P-2 Common Stock shall be non-voting.

C. Certain rights, preferences, privileges, restrictions and other matters relating to the Common Stock are as follows:

1. Irrespective of any contrary provisions contained in Section 242(b)(2) of the DGCL, but subject to the terms of Section C(2) below, the number of authorized shares of any series of Common Stock may be increased or decreased (but not below the number of shares of such series of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote (voting together as a single class on an as-if converted to Class A Common Stock basis).

2. For so long as any shares of Class B-1 Common Stock remain outstanding, in addition to any other vote or consent required herein or by law, the affirmative vote or written consent of the holders of a majority of the then-outstanding shares of Class B-1 Common Stock, voting as a separate class, shall be necessary for the Company to effect or validate any of the following actions (whether by amendment, merger, consolidation, or otherwise) or to permit any subsidiary of the Company to effect or validate any of the following actions (whether by amendment, merger, consolidation, or otherwise) and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(a) any transaction with David Klein, Michael Taormina (together with David Klein, the “**Founders**”, and each, a “**Founder**”), any director, any officer, or any family member (spouse, child, sister, brother, parent, father-in law, mother-in-law, brother-in law, sister-in-law, first cousin, aunt or uncle) or affiliate thereof, or any other transaction in which any Founder, director or officer may have a direct or indirect substantial financial or personal interest (other than in he, she or its capacity as a stockholder, officer or director of the Company), unless such transaction (i) is approved by a majority of the disinterested directors (disinterested director being defined in this Section C(2) as a director who (a) is not a member of the family (spouse, child, sister, brother, parent, father-in law, mother-in-law, brother-in law, sister-in-law, first cousin, aunt or uncle) of such party and (b) does not have a direct financial interest in the proposed transaction), or (ii) is an equity, debt or convertible debt financing and there are no disinterested directors on the Board available to approve such transaction pursuant to clause (i) above (and, in any event, any such transaction shall be on terms fair and reasonable to the Company and that are no less favorable to the Company than those that could be obtained at such time from an unrelated party in arm’s-length dealings);

(b) (i) any amendment, alteration, waiver or repeal of any provision of the Certificate of Incorporation of the Company (including any filing of a Certificate of Designation) that adversely alters or changes the rights, preferences or privileges of the Class B-1 Common Stock, or (ii) any amendment, alteration, waiver or repeal of any provision of the Bylaws of the Company that adversely alters or changes the rights, preferences or privileges of the Class B-1 Common Stock in a unique manner relative to the other classes and series of the Corporation's capital stock (for clarification purposes, the consent required by Section C(2)(b) shall not apply or be required with respect to any amendment or restatement of this certificate of incorporation that creates, authorizes or provides for the issuance of any security that has privileges, powers, preferences and rights that are senior to or pari passu with the Class B-1 Common Stock); or

(c) other than pursuant to the Stock Issuance and Rights Agreement dated on or about the date hereof, by and among the Company and certain investors signatory thereto (as the same may hereinafter be amended from time to time, the "**Stock Issuance and Rights Agreement**"), any issuance of shares of Class B-1 Common Stock (or securities convertible into or exercisable for Class B-1 Common Stock).

3. Each share of Class B-1 Common Stock shall automatically be converted into one share of Class A Common Stock, immediately upon the closing of the Company's initial public offering of Common Stock under the Securities Act of 1933, as amended.

D. All of the authorized shares of Preferred Stock are hereby designated "**Series A Convertible Preferred Stock**" (the "**Series Preferred**").

E. The rights, preferences, privileges, restrictions and other matters relating to the Series Preferred are as follows:

1. **DIVIDEND RIGHTS.**

(a) Holders of Series Preferred, in preference to the holders of Common Stock, shall be entitled to receive when, as and if declared by the Board of Directors (the "**Board**"), but only out of funds that are legally available therefor, non-cumulative cash dividends at the rate of eight percent (8%) of the Original Issue Price (as defined below) per annum on each outstanding share of Series Preferred.

(b) The "**Original Issue Price**" shall be \$0.711 per share for the Series Preferred (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

(c) So long as any shares of Series Preferred are outstanding, the Company shall not pay, set aside or declare any dividend, whether in cash or property, or make any other distribution on the Common Stock, or purchase,



redeem or otherwise acquire for value any shares of Common Stock until all dividends as set forth in Section 1(a) above on the Series Preferred shall have been paid or declared and set apart.

(d) In the event dividends are paid or distributions made on any share of Common Stock, whether in cash or property, the Company shall pay an additional dividend or make a distribution on all outstanding shares of Series Preferred in a per share amount equal (on an as-if converted to Class A Common Stock basis) to the amount paid or set aside for each share of Common Stock.

(e) The provisions of Sections 1(c) and (d) above shall not apply to (i) a dividend payable solely in Common Stock (subject to Section 5(f) below), (ii) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at the lesser of cost or fair market value upon termination of services to the Company, or (iii) acquisitions of Common Stock that have been approved in accordance with Section 2(b)(iii) below.

(f) Whenever a dividend provided for in this Section 1 shall be payable in property other than cash, the value of such dividend shall be the fair market value of such distribution as determined in good faith by the Board, including the affirmative approval of the Series Designee (as defined below).

## 2. VOTING RIGHTS.

(a) **General Rights.** Each holder of shares of the Series Preferred shall be entitled to the number of votes equal to the number of shares of Class A Common Stock into which such shares of Series Preferred could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Class A Common Stock, except that the holders of the Series Preferred shall not be entitled to vote in connection with any election for or removal of directors elected pursuant to the provisions of Section 2(c)(ii) below, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Series Preferred shall vote together with the Class A Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Class A Common Stock.

(b) **Separate Vote of Series Preferred.** For so long as any shares of Series Preferred remain outstanding, in addition to any other vote or consent required herein or by law, the affirmative vote or written consent of the holders of at least fifty-five percent (55%) of the then-outstanding shares of Series Preferred, voting as a separate class (the "**Requisite Preferred Holders**"), shall be necessary for the Company to effect or validate any of the following actions (whether by amendment, merger, consolidation, or otherwise) or to permit any subsidiary of

the Company to effect or validate any of the following actions (whether by amendment, merger, consolidation, or otherwise) and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(i) Any amendment, alteration, waiver or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation) that adversely alters or changes the rights, preferences or privileges of the Preferred Stock;

(ii) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock having rights, preferences and privileges on a parity with or senior to the Series Preferred with respect to dividends, liquidation preference, voting or antidilution protection;

(iii) Any redemption or repurchase of the Common Stock (except for acquisitions of Common Stock by the Company permitted by Section 1(e)(ii) above);

(iv) Any increase or decrease in the authorized number of members of the Board;

(v) Any increase in the number of authorized shares of Series Preferred; or

(vi) Any action that results in the payment or declaration of a dividend on any shares of Common Stock (other than as permitted pursuant to Section 1(e)(i) above).

(c) **Election of Board of Directors.**

(i) For so long as any shares of Series Preferred remain outstanding, the holders of Series Preferred, voting as a separate class, shall be entitled to elect one (1) members of the Board (the “**Series Designee**”) at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director;

(ii) The holders of Class A Common Stock, voting as a separate class, shall be entitled to elect three (3) members of the Board at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors; and

(iii) The holders of Class A Common Stock and Series Preferred, voting together as a single class on an as-if converted to Class A Common Stock basis, shall be entitled to elect all remaining members of the Board, at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of any such directors.

### 3. LIQUIDATION RIGHTS.

(a) **Series Preferred.** Subject to Section 3(c) below, upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "**Liquidation Event**"), before any distribution or payment shall be made to the holders of any Common Stock, the holders of Series Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution, or the consideration received in such transaction, for each share of Series Preferred held by them, an amount per share of Series Preferred equal to the sum of (i) the Original Issue Price plus (ii) any declared but unpaid dividends on such share of Series Preferred. If, upon any such Liquidation Event, the assets of the Company (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series Preferred of the liquidation preference set forth in this Section 3(a), then such assets (or consideration) shall be distributed among the holders of Series Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled if such amounts had been paid in full.

(b) **Remaining Assets.** After the payment of the full liquidation preference of the Series Preferred as set forth in Section 3(a) above, the remaining assets of the Company legally available for distribution in such Liquidation Event (or the consideration received in such transaction), if any, shall be distributed to the holders of shares of Class A Common Stock, Class B Common Stock and Class B-1 Common Stock, pro rata based on the number of shares held by each such holder, until an aggregate amount equal to \$1,000,000 has been distributed to the holders of shares of Series Preferred, Class A Common Stock, Class B Common Stock and Class B-1 Common Stock under Section 3(a) and this Section 3(b). Thereafter, the remaining assets of the Company available for distribution to its stockholders shall be distributed among the holders of shares of Class A Common Stock, Class B Common Stock, Class B-1 Common Stock and Class P-1 Common Stock, pro rata based on the number of shares held by each such holder, until an aggregate amount equal to \$5,000,000 has been distributed to the holders of shares of Series Preferred, Class A Common Stock, Class B Common Stock, Class B-1 Common Stock and Class P-1 Common Stock under Section 3(a) and this Section 3(b). Thereafter, the remaining assets of the Company available for distribution to its stockholders shall be distributed among the holders of shares of Class A Common Stock, Class B Common Stock, Class B-1 Common Stock, Class P-1 Common Stock and Class P-2 Common Stock, pro rata based on the number of shares held by each such holder.

(c) **Deemed Conversion.** Notwithstanding Sections 3(a) and (b) above, solely for purposes of determining the amount each holder of shares of Series Preferred is entitled to receive with respect to a Liquidation Event, the Series Preferred shall be treated as if all holders of Series Preferred had converted such holder's shares of Series Preferred into shares of Class A Common Stock immediately prior to the Liquidation Event if, as a result of an actual conversion of the Series Preferred (including taking into account the operation of this paragraph (c) with respect to the Series Preferred), holders of Series Preferred would receive, in the aggregate, an amount greater than the amount that would be distributed to holders of Series Preferred if such holders had not converted the Series Preferred into shares of Class A Common Stock. If holders of Series Preferred are treated as if they had converted shares of Series Preferred into Class A Common Stock pursuant to this paragraph, then such holders shall not be entitled to receive any distribution pursuant to Sections 3(a) or (b) above that would otherwise be made to holders of Series Preferred.

#### 4. **ASSET TRANSFER OR ACQUISITION RIGHTS.**

(a) An Acquisition or Asset Transfer (each as hereinafter defined) shall be deemed to be a liquidation of the Company (including, without limitation, for the purposes of Section 3 above) (a "**Deemed Liquidation**"), unless the Requisite Preferred Holders, elect otherwise by written notice given to the Company at least five (5) days prior to the effective date of any such Acquisition or Asset Transfer. The Company shall not have the power to effect any transaction constituting a Deemed Liquidation unless the definitive documents effecting such Deemed Liquidation provide that the consideration payable to the stockholders of the Company shall be allocated among the holders of capital stock of the Company in accordance with Sections 3(a), (b) and (c) above. The amount deemed paid or distributed to holders of capital stock of the Company upon any Deemed Liquidation shall be determined in accordance with Section 4(c) below.

(b) For the purposes of this Article IV: (i) "**Acquisition**" shall mean (A) any consolidation, stock exchange or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly-owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; provided that an Acquisition shall not include (x) any consolidation or merger effected exclusively to change the domicile of the Company, or (y) any transaction or series of transactions principally for bona fide equity financing purposes pursuant to a customary venture capital financing in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) "**Asset**

**Transfer**” shall mean a sale, lease or other disposition of all or substantially all of the assets or intellectual property of the Company or the granting of one or more exclusive licenses which individually or in the aggregate cover all or substantially all of the intellectual property of the Company.

(c) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board, including the affirmative approval of the Series Designee, on the date such determination is made; provided, however, that any publicly-traded securities to be distributed to stockholders will be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability:

(A) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30)-day period ending three (3) calendar days prior to the closing; and

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever are applicable) over the thirty (30)-day period ending three (3) calendar days prior to the closing.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder’s status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in Sections 4(c)(i)(A) and (B) to reflect the approximate fair market value thereof, as determined in good faith by the Board, including the affirmative approval of the Series Designee.

(d) Notwithstanding anything to the contrary in this Section 4, if the definitive transaction documents for an Acquisition or Asset Transfer provide for a different method of valuation, the method of valuation set forth in such documents shall control.

(e) **Allocation of Escrow.** In the event of a Deemed Liquidation, if any portion of the consideration payable to the stockholders of the Company is placed into escrow or is payable to the stockholders of the Company subject to contingencies, the definitive acquisition agreement relating thereto shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Company in accordance with Section 3 above as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation and (ii) any additional consideration

which becomes payable to the stockholders of the Company upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Company in accordance with Section 3 above after taking into account the previous payment of the Initial Consideration as part of the same transaction.

## 5. **CONVERSION RIGHTS.**

The holders of the Series Preferred shall have the following rights with respect to the conversion of the Series Preferred into shares of Class A Common Stock (the “**Conversion Rights**”):

(a) **Optional Conversion.** Subject to and in compliance with the provisions of this Section 5, any shares of Series Preferred may, at the option of the holder, be converted at any time, without the payment of additional consideration by the holder thereof, into fully-paid and nonassessable shares of Class A Common Stock. The number of shares of Class A Common Stock to which a holder of Series Preferred shall be entitled upon conversion shall be the product obtained by multiplying the “**Series Preferred Conversion Rate**” then in effect for the Series Preferred (determined as provided in Section 5(b)) by the number of shares of Series Preferred being converted.

(b) **Series Preferred Conversion Rate.** The conversion rate in effect at any time for conversion of the Series Preferred (the “**Series Preferred Conversion Rate**”) shall be the quotient obtained by dividing the Original Issue Price of the Series Preferred by the “**Series Preferred Conversion Price**”, calculated as provided in Section 5(c).

(c) **Series Preferred Conversion Price.** The conversion price of the Series Preferred shall initially be equal to \$0.711 (the “**Series Preferred Conversion Price**”). Such initial Series Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Series Preferred Conversion Price herein shall mean the Series Preferred Conversion Price as so adjusted.

(d) **Mechanics of Conversion.** Each holder of Series Preferred who desires to convert the same into shares of Class A Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series Preferred being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Class A Common Stock to which such holder is entitled and shall promptly pay (i) at the election of each holder of Series Preferred in his, her or its sole discretion, in cash or in Class A Common Stock (at the Class A Common Stock’s fair market value determined in good faith by the Board as of the date of such

conversion), any declared but unpaid dividends on the shares of Series Preferred being converted and (ii) in cash (at the Class A Common Stock's fair market value determined in good faith by the Board as of the date of conversion) the value of any fractional share of Class A Common Stock otherwise issuable to any holder of Series Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such delivery of the conversion notice and surrender of the certificates representing the shares of Series Preferred to be converted, and the person entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Class A Common Stock on such date.

(e) **Adjustment for Stock Splits and Combinations.** If at any time or from time to time after the date that the first share of Series Preferred is issued (the "**Original Issue Date**") the Company effects a subdivision of the outstanding shares of Common Stock without a corresponding subdivision of the Series Preferred, the Series Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares, without a corresponding combination of the Series Preferred, the Series Preferred Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) **Adjustment for Common Stock Dividends and Distributions.** If at any time or from time to time after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution on the Common Stock in additional shares of Common Stock without a corresponding dividend or other distribution to holders of Series Preferred, the Series Preferred Conversion Price that is then in effect shall be decreased as of the time of such issuance, as provided below:

(i) The Series Preferred Conversion Price shall be adjusted by multiplying the Series Preferred Conversion Price then in effect by a fraction:

(A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

(ii) If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, the Series Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series Preferred Conversion Price shall be adjusted pursuant to this Section 5(f) to reflect the actual payment of such dividend or distribution.

**(g) Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation.** If at any time or from time to time after the Original Issue Date, the Class A Common Stock issuable upon the conversion of the Series Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 5), then following such recapitalization, reclassification, merger, consolidation or other change, each share of Series Preferred shall thereafter be convertible in lieu of the Class A Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property that a holder of the shares of that number of shares of Class A Common Stock issuable upon conversion of such share of Series Preferred immediately prior to such recapitalization, reclassification, merger, consolidation or other change would have been entitled to receive pursuant to such event, subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Series Preferred after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of the Series Preferred Conversion Price then in effect and the number of shares issuable upon conversion of the Series Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

**(h) Sale of Shares Below Series Preferred Conversion Price.**

(i) If at any time or from time to time after the Original Issue Date, the Company issues or sells, or is deemed by the express provisions of this Section 5(h) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Section 5(e), 5(f) or 5(g) above, for an Effective Price (as defined below) less than the then-effective Series Preferred Conversion Price for the Series Preferred (a



“**Qualifying Dilutive Issuance**”), then and in each such case, the then-effective Series Preferred Conversion Price for the Series Preferred shall be reduced, as of the opening of business on the date of such issue or sale, to a price (calculated to the eighth (8<sup>th</sup>) digit to the right of the decimal point) determined by multiplying the Series Preferred Conversion Price for the Series Preferred in effect immediately prior to such issuance or sale by a fraction:

(A) the numerator of which shall be (i) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (ii) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received or deemed received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-effective Series Preferred Conversion Price, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of actually issued and outstanding shares of Common Stock on the day immediately preceding the given date, (B) the number of shares of Class A Common Stock into which the then-outstanding shares of Series Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

(ii) No adjustment shall be made to the Series Preferred Conversion Price in an amount less than one cent per share. Any adjustment otherwise required by this Section 5(h) that is not required to be made due to the preceding sentence shall be included in any subsequent adjustment to the Series Preferred Conversion Price.

(iii) For the purpose of making any adjustment required under this Section 5(h), the aggregate consideration received by the Company for any issue or sale of securities (the “**Aggregate Consideration**”) shall be computed as follows: (A) to the extent it consists of cash, Aggregate Consideration shall be computed at the gross amount of cash received by the Company before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale and without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, Aggregate Consideration shall be computed at

the fair value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, Aggregate Consideration shall be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(iv) For the purpose of the adjustment required under this Section 5(h), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as “**Convertible Securities**”) or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than the Series Preferred Conversion Price, in each case the Company shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); *provided* that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) If the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; *provided further*, that if the minimum amount of

consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

(D) No further adjustment of the Series Preferred Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Series Preferred Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Series Preferred Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, *provided* that such readjustment shall not apply to prior conversions of Series Preferred.

(v) For the purpose of making any adjustment to the Conversion Price for the Series Preferred required under this Section 5(h), **“Additional Shares of Common Stock”** shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h) (including shares of Common Stock subsequently reacquired or retired by the Company), other than (collectively as to all such shares and shares deemed issued, **“Exempted Securities”**):

(A) shares of Class A Common Stock issued upon conversion of the Series Preferred;

(B) shares of Common Stock or Convertible Securities issued with the consent of the Board after the Original Issue Date

to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary, pursuant to the Company's Stock Option and Grant Plan or such other stock purchase or stock option plan or other arrangements that have been approved by the Board, including the affirmative approval of the Series Designee;

(C) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Original Issue Date;

(D) shares of Common Stock, Preferred Stock or Convertible Securities issued for consideration other than cash pursuant to a bona fide merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board, including the affirmative approval of the Series Designee;

(E) shares of Common Stock, Preferred Stock or Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board, including the affirmative approval of the Series Designee;

(F) shares of Class B-1 Common Stock issuable pursuant to the Stock Issuance and Rights Agreement (and any shares of Class A Common Stock issuable upon the conversion of such Class B-1 Common Stock into Class A Common Stock); or

(G) shares of Common Stock, Preferred Stock or Convertible Securities issued in connection with strategic transactions involving the Company and other entities, including (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements approved by the Board, including the affirmative approval of the Series Designee.

References to Common Stock in the subsections of this clause (v) above shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h). The "**Effective Price**" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 5(h), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 5(h), for such Additional Shares of Common Stock. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, ascertainable.

(vi) In the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance (the “**First Dilutive Issuance**”), then in the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance other than the First Dilutive Issuance as a part of the same transaction or series of transactions (a “**Subsequent Dilutive Issuance**”), then and in each such case upon a Subsequent Dilutive Issuance the Series Preferred Conversion Price shall be reduced to the Series Preferred Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(i) **Waiver of Antidilution Protection.** Notwithstanding anything to the contrary, any provision of Section 5(h) and any adjustments made or required to be made to the Series Preferred Conversion Price pursuant hereto may be waived on behalf of all shares of Series Preferred by the vote or written consent of the Requisite Preferred Holders.

(j) **Certificate of Adjustment.** In each case of an adjustment or readjustment of the Series Preferred Conversion Price for the number of shares of Class A Common Stock or other securities issuable upon conversion of the Series Preferred, if the Series Preferred is then convertible pursuant to this Section 5, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of the Series Preferred at the holder’s address as shown in the Company’s books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the Series Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series Preferred.

(k) **Notices of Record Date.** Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 4) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 4), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series Preferred at least ten (10) days prior to the record date, if any, specified therein (or if no record date is specified, the date

upon which such action is to take effect, or in either case, such shorter period approved by the Requisite Preferred Holders) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(l) **Automatic Conversion.**

(i) Each share of Series Preferred shall automatically be converted into shares of Class A Common Stock, based on the then-effective Series Preferred Conversion Rate, (A) at any time upon the affirmative election of the Requisite Preferred Holders, or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which (i) the price per share is at least three (3) times the Original Issue Price of the Series Preferred; and (ii) the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least \$40,000,000 (a "**Qualified Public Offering**"). Upon such automatic conversion, any declared but unpaid dividends shall be paid as set forth in Section 5(l)(ii) below.

(ii) Upon the occurrence of either of the events specified in Sections 5(l)(i) (A) or (B) above, the outstanding shares of Series Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however,* that the Company shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such conversion unless the certificates evidencing shares of Series Preferred are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series Preferred, the holders of Series Preferred shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a

certificate or certificates for the number of shares of Class A Common Stock into which such shares of Series Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared but unpaid dividends shall be paid at the election of the Requisite Preferred Holders in cash or in Class A Common Stock (at the Common Stock's fair market value, determined in good faith by the Board) as of the date of such conversion).

(m) **Fractional Shares.** No fractional shares of Class A Common Stock shall be issued upon conversion of Series Preferred. All shares of Class A Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Class A Common Stock (as determined in good faith by the Board) on the date of such conversion.

(n) **Reservation of Stock Issuable Upon Conversion.** The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of the Series Preferred, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series Preferred. If at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series Preferred, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purpose.

(o) **Notices.** Any notice required by the provisions of this Section 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

(p) **Payment of Taxes.** The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Class A Common Stock upon conversion of shares of Series Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of

shares of Class A Common Stock in a name other than that in which the shares of Series Preferred so converted were registered.

**6. NO REISSUANCE OF SERIES PREFERRED.**

No shares of Series Preferred acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

**V.**

A. The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

B. To the fullest extent permitted by applicable law, the Company shall provide indemnification of, and advancement of expenses to, directors, and is authorized to provide indemnification of, and advancement of expenses to, officers, employees, other agents of the Company and any other persons to which the DGCL permits the Company to provide indemnification.

C. Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

**VI.**

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its stockholders or any class thereof, as the case may be, it is further *provided* that:

A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Certificate of Incorporation.

B. Subject to any additional vote required by this Certificate of Incorporation, the Board is expressly empowered to adopt, amend or repeal the Bylaws of the Company. The stockholders shall also have the power to adopt, amend or repeal the Bylaws of the Company; *provided however*, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by this Certificate of Incorporation, the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class on an as-if converted to Class A Common Stock basis, shall be required to adopt, amend or repeal any provision of the Bylaws of the Company.

C. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

**VII.**



In the event that a director or board observer of the Company who is also a partner or employee of an entity that is a holder of Series Preferred or Class B-1 Common Stock and that is in the business of investing, reinvesting and/or trading in other entities (each, a “Fund”) acquires knowledge of a potential transaction or matter in such person’s capacity as a partner or employee of the Fund and that may be a corporate opportunity for the Company (a “Corporate Opportunity”), then (i) the Company, to the fullest extent permitted by law, renounces any expectancy that such director or board observer offer the Company an opportunity to participate in the Corporate Opportunity, (ii) such director or board observer shall, to the fullest extent permitted by law, have fully satisfied and fulfilled his fiduciary duty (if any, it being understood that a board observer does not have any fiduciary duty) to the Company and its stockholders with respect to such Corporate Opportunity, and (iii) the Company, to the fullest extent permitted by law, waives any claim that such Corporate Opportunity constituted a corporate opportunity that should have been presented to the Company or any of its affiliates, provided, however, in the case of a director, such director acts in good faith and such opportunity was not offered to such director expressly and solely in his or her capacity as a director of the Company.

**VIII.**

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

James E. Jasaitis  
Dentons US LLP  
1221 Avenue of the Americas  
New York, N.Y. 10020

\* \* \* \*

[Remainder of page intentionally left blank.]

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 of Incorporation, and do certify that the facts herein stated are true, and I have accordingly have hereunto set my hand this 27<sup>th</sup> day of August, 2013.

/s/ James E. Jasaitis  
James E. Jasaitis,  
Sole Incorporator