

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM526979

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ENTITY CONVERSION	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adaptive Symbiotic Technologies, LLC		06/07/2019	Limited Liability Company: Washington
RECEIVING PARTY DATA			
Name:	Adaptive Symbiotic Technologies, Inc.		
Street Address:	3503 NE 45TH ST, SUITE 2W		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98105-5663		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4544639		
Registration Number:	5689625	HEAT SHIELD	
Registration Number:	4565140	BIOENSURE	
CORRESPONDENCE DATA			
Fax Number:	2069384969		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2069384969		
Email:	jennifer.mackley@mackleylaw.com		
Correspondent Name:	Jennifer Ann Mackley		
Address Line 1:	6542 40th Ave SW		
Address Line 4:	Seattle, WASHINGTON 98136-1810		
NAME OF SUBMITTER:	Jennifer Ann Mackley		
SIGNATURE:	/Jennifer Ann Mackley/		
DATE SIGNED:	06/07/2019		
Total Attachments: 17			
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page1.tif			
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page2.tif			
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page3.tif			

OP \$90.00 4544639

source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page4.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page5.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page6.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page7.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page8.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page9.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page10.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page11.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page12.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page13.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page14.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page15.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page16.tif
source=Adaptive Symbiotic Technologies Articles of Conversion from LLC to Inc#page17.tif

**ARTICLES OF CONVERSION
OF
ADAPTIVE SYMBIOTIC TECHNOLOGIES, LLC
(a Washington limited liability company)
INTO
ADAPTIVE SYMBIOTIC TECHNOLOGIES, INC.
(a Washington corporation)**

The undersigned manager of the converting entity identified below certifies the following Articles Conversion ("Articles") in accordance with Sections 25.15.436 through 25.15.456 of the Washington Limited Liability Company Act:

1. Adaptive Symbiotic Technologies, LLC, a Washington limited liability company (the "Converting LLC"), is being converted into Adaptive Symbiotic Technologies Inc., a Washington corporation (the "Surviving Corporation").

2. This conversion will be accepted when these Articles of Conversion have been accepted for filing by the Washington Secretary of State.

3. The conversion was duly approved by the Members of the Converting LLC in accordance with RCW 25.15.441.

4. Attached hereto as Exhibit A are the Articles of Incorporation of the Surviving Corporation which have been approved by the members of the Converting LLC.

Dated this 12th day of March, 2019.

By: _____

Russell Rodriguez, President and CEO

EXHIBIT A

**ARTICLES OF INCORPORATION OF
ADAPTIVE SYMBIOTIC TECHNOLOGIES, INC.**

[Attached following this page]

**ARTICLES OF INCORPORATION
OF
ADAPTIVE SYMBIOTIC TECHNOLOGIES, INC.**

ARTICLE I: NAME.

The name of this corporation is Adaptive Symbiotic Technologies, Inc. (the “Corporation”).

ARTICLE II: DURATION

This corporation has perpetual existence.

ARTICLE III: PURPOSE

This corporation is organized for the purposes of transacting any and all lawful business for which a corporation may be incorporated under Title 23B of the Revised Code of Washington, as amended (the “Washington Business Corporation Act”).

ARTICLE IV: CERTAIN DEFINITIONS.

“Original Issue Price” means \$1.3636 per share for the Series A Preferred Stock.

“Preferred Stock” means the preferred stock of the Corporation, no value per share, authorized in Article V.

“Supermajority” means the holders of more than 65% of the outstanding class and/or series of shares voting on the matter (giving effect to any series that votes on an as-converted basis).

ARTICLE V: AUTHORIZED SHARES.

The total number of shares of all classes of stock which the Corporation will have authority to issue is 25,000,000, consisting of (a) 20,000,000 shares of Common Stock, no par value per share, and (b) 5,000,000 shares of Preferred Stock, no par value per share. The Preferred Stock may be issued from time to time in one or more series, each series to consist of such number of shares and to have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein. As of the effective date of this Restated Certificate, all shares of the Preferred Stock is designated “Series A Preferred Stock”. The following is a statement of the rights, powers and privileges, and the qualifications, limitations or restrictions thereof, in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and privileges of the holders of the Preferred Stock set forth herein.

2. Common Stock Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings).

B. PREFERRED STOCK

The following rights, powers and privileges, and restrictions, qualifications and limitations, will apply to the Preferred Stock. Unless otherwise indicated, references to “Sections” in this Part B of this Article V refer to sections of this Part B.

1. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

1.1 Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or any Deemed Liquidation Event (as defined below), before any payment may be made to the holders of Common Stock by reason of their ownership thereof, the holders of shares of Preferred Stock then outstanding will be entitled to be paid out of the funds and assets available for distribution to its stockholders, an amount per share equal to the greater of (a) the Original Issue Price for such share of Preferred Stock, plus any dividends declared but unpaid thereon, or (b) such amount per share as would have been payable had all shares of Preferred Stock been converted into Common Stock pursuant to Section 3 immediately prior to such liquidation, dissolution or winding up or Deemed Liquidation Event. If upon any such liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation, the funds and assets available for distribution to the stockholders of the Corporation are insufficient to pay the holders of shares of Preferred Stock the full amount to which they are entitled under this Section 1.1, the holders of shares of Preferred Stock will share ratably in any distribution of the funds and assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares of Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

1.2 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up or Deemed Liquidation Event of the Corporation, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock as provided in Section 1.1, the remaining funds and assets available for distribution to the stockholders of the Corporation will be distributed among the holders of Common Stock, proportional to the number of shares held by each holder.

1.3 Deemed Liquidation Events.

1.3.1 Definition. Each of the following events will be considered a “**Deemed Liquidation Event**” unless a Supermajority of the holders of Preferred Stock elects otherwise by written notice sent to the Corporation at least five days prior to the effective date of any such event:

- (a) a merger or consolidation in which (i) the Corporation is a constituent party or (ii) a subsidiary of the Corporation is a constituent

party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity securities of (1) the surviving or resulting party or (2) if the surviving or resulting party is a wholly owned subsidiary of another party immediately following such merger or consolidation, the parent of such surviving or resulting party; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or, if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation, except where such sale, lease, transfer or other disposition is to the Corporation or one or more wholly owned subsidiaries of the Corporation.

1.3.2 Options deemed outstanding. For the purpose of this Section 1.3, all shares of Common Stock issuable upon exercise of options outstanding immediately prior to a merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to a merger or consolidation will be deemed to be outstanding immediately prior to the merger or consolidation and, if applicable, deemed to be converted or exchanged in the merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged.

1.3.3 Amount Deemed Paid or Distributed. The funds and assets deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer or other disposition described in this Section 1.3 will be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities will be determined in good faith by the Board.

2. Preferred Stock Voting.

2.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of Preferred Stock will be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the Preferred Stock held by the holder are convertible as of the record date for determining stockholders entitled to vote on the matter. Fractional votes will not be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred stock held by the holder could be converted) will be rounded to the nearest whole number (with one-half being rounded upward). Except as provided by law or by the other provisions of this Restated Certificate, holders of Preferred Stock will vote together with the holders of Common Stock as a single class on an as-converted basis, will have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and will be

entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation.

2.2 Preferred Stock Protective Provisions. At any time when at least 25% of the initially issued shares of Preferred Stock remain outstanding, the Corporation will not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Restated Certificate) the written consent or affirmative vote of the Supermajority, given in writing or by vote at a meeting, consenting, or voting (as the case may be) separately as a single class:

(a) alter or change the rights, powers or privileges of the Preferred Stock set forth in the Restated Certificate or Bylaws, as then in effect, in a way that adversely affects the Preferred Stock;

(b) redeem or repurchase any shares of Common Stock or Preferred Stock (other than pursuant to employee or consultant agreements giving the Corporation the right to repurchase shares upon the termination of services pursuant to the terms of the applicable agreement);

(c) declare or pay any dividend or otherwise make a distribution to holders of Preferred Stock, Common Stock ;

(d) liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any Deemed Liquidation Event, or consent, agree or commit to any of the foregoing without conditioning such consent, agreement or commitment upon obtaining the approval required by this Section 2.2.

3. Conversion. The holders of the Preferred Stock will have conversion rights as follows (the "**Conversion Rights**"):

3.1 Right to Convert.

3.1.1 Conversion Ratio. Each share of Preferred Stock will be convertible, at the option of its holder, at any time, and without the payment of additional consideration by the holder, into the number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price for the Preferred Stock by the Conversion Price in effect at the time of conversion. The "**Conversion Price**" for the Preferred Stock is initially the Original Issue Price. The Conversion Price, and the rate at which shares of Preferred Stock may be converted into shares of Common Stock, is subject to adjustment as provided below.

3.1.2 Termination of Conversion Rights. Subject to Section 3.3.1 Contingency Events, in the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights will terminate at the close of business on the last full day preceding the date fixed for the first payment of any funds and assets distributable on such event to the holders of Preferred Stock.

3.2 Fractional Shares. No fractional shares of Common Stock will be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would

otherwise be entitled, the Corporation will pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board. Whether or not fractional shares would be issuable upon conversion will be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon the conversion.

3.3 Mechanics of Conversion.

3.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, the holder must surrender the certificate or certificates for the shares of Preferred Stock (or, if the holder alleges that a certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of the certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that the holder elects to convert all or any number of the shares of the Preferred Stock represented by the certificate or certificates and, if applicable, any event on which the conversion is contingent (a “**Contingency Event**”). The notice will state the holder’s name or the names of the nominees in which the holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion will be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or the holder’s attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of the certificates (or lost certificate affidavit and agreement) and notice (or, if later, the date on which all Contingency Events have occurred) will be the time of conversion (the “**Conversion Time**”), and the shares of Common Stock issuable upon conversion of the shares represented by the certificate will be deemed to be outstanding of record as of that time. The Corporation will, as soon as practicable after the Conversion Time, (a) issue and deliver to the holder of Preferred Stock, or to the holder’s nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon the conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (b) pay in cash the amount as provided in Section 3.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon the conversion and (c) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

3.3.2 Reservation of Shares. The Corporation will at all times while any share of Preferred Stock are outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, the number of its duly authorized shares of Common Stock as will from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock will not be sufficient to effect the conversion of all then-outstanding shares of the Preferred Stock, the Corporation will use its best efforts to cause corporate action to be taken as may be necessary to increase its authorized but unissued shares of Common Stock to the number of shares that will be sufficient for the purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary

amendment to this Restated Certificate. Before taking any action that would cause an adjustment reducing the Conversion Price the Preferred Stock below the then par value of the shares of Common Stock issuable upon conversion of the Preferred Stock, the Corporation will take any corporate action that may, in the opinion of its counsel, be necessary so that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at the adjusted Conversion Price.

3.3.3 Effect of Conversion. All shares of Preferred Stock surrendered for conversion as provided here will no longer be deemed to be outstanding and all rights with respect to the shares will immediately cease and terminate at the Conversion Time, except only the right of the holders to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon the conversion as provided in Section 3.2 and to receive payment of any declared but unpaid dividends. Any shares of Preferred Stock so converted will be retired and cancelled and may not be reissued.

3.3.4 No Further Adjustment. Upon any conversion of shares of Preferred Stock, no adjustment to the Conversion Price of the applicable series of Preferred Stock will be made with respect to the converted shares for any declared but unpaid dividends on the Preferred Stock or on the Common Stock delivered upon conversion.

3.4 Adjustment for Stock Splits and Combinations. If the Corporation at any time after the date on which the first share of Preferred Stock is issued by the Corporation (the “**Original Issue Date**”) effects a subdivision of the outstanding Common Stock, the Conversion Price for the Preferred Stock in effect immediately before that subdivision will be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of Preferred Stock will be increased in proportion to the increase in the aggregate number of shares of Common Stock outstanding. If the Corporation any time after the Original Issue Date combines the outstanding shares of Common Stock, the Conversion Price for the Preferred Stock in effect immediately before the combination will be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of the Preferred Stock will be decreased in proportion to the decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Section 3.4 will become effective at the close of business on the date the subdivision or combination becomes effective.

3.5 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time after the Original Issue Date pays a dividend or makes distribution payable on the Common Stock in additional shares of Common Stock, or sets a record date for the same, then the Conversion Price for the Preferred Stock in effect immediately before the dividend, distribution or record date (if one is set) will be decreased as of the time of the dividend or distribution or, in the event a record date is set, as of the close of business on the record date, by multiplying the Conversion Price then in effect by a fraction:

(a) the numerator of which will be the total number of shares of Common Stock issued and outstanding immediately prior to the time of the issuance or the close of business on the record date, and

(b) the denominator of which will be the total number of shares of Common Stock issued and outstanding immediately prior to the time of the issuance or the

close of business on the record date plus the number of shares of Common Stock issuable in payment of the dividend or distribution.

Notwithstanding the foregoing, (i) if the record date is set and the dividend or distribution is not fully paid as scheduled, the Conversion Price will be recomputed accordingly as of the close of business on the record date and thereafter the Conversion Price will be adjusted pursuant to this Section 3.5 as of the time of actual payment of the dividend or distributions; and (ii) no such adjustment will be made if the holders of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock that they would have received if all outstanding shares of such series of Preferred Stock had been converted into Common Stock on the date of such event.

3.6 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date for the Preferred Stock makes or issues, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock), then and in each the event the holders of the Preferred Stock will receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of the securities in an amount equal to the amount of the securities as they would have received if all outstanding shares of the Preferred Stock had been converted into Common Stock on the date of the event.

3.7 Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Original Issue Date for the Preferred Stock the Common Stock issuable upon the conversion of the Preferred Stock is changed into the same or a different number of shares of any class or classes of stock of the Corporation, whether by recapitalization, reclassification, or otherwise (other than by a stock split or combination, dividend, distribution, merger or consolidation covered by Sections 3.4, 3.5, 3.6 or 3.8 or by Section 1.1 regarding a Deemed Liquidation Event), then in any such event each holder of Preferred Stock will have the right thereafter to convert the stock into the kind and amount of stock and other securities and property receivable upon the recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which the shares of Preferred Stock could have been converted immediately prior to the recapitalization, reclassification or change.

3.8 Adjustment for Merger or Consolidation. Subject to the provisions of Section 3.3, if there is consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash, or other property (other than a transaction covered by Sections 3.5, 3.6 or 3.7), then, following the consolidation or merger, provision will be made so that each share of Preferred Stock will be convertible, in lieu of the Common Stock into which it was convertible prior to the event, into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to the consolidation or merger would have been entitled to receive pursuant to the transaction; and, in the case, appropriate adjustment (as determined in good faith by the Board) will be made in the application of the provisions in this Section 3 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 3 (including provisions with respect to changes in and other adjustments of the Conversion Price of the Preferred Stock) will thereafter be applicable, as nearly as reasonably may

be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock.

3.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of the Preferred Stock pursuant to this Section 3, the Corporation at its expense will, as promptly as reasonably practicable but in any event not later than 15 days thereafter, compute the adjustment or readjustment in accordance with the terms hereof and furnish to each holder of the Preferred Stock a certificate setting forth the adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which the adjustment or readjustment is based. The Corporation will, as promptly as reasonably practicable after the written request at any time of any holder of any series of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to the holder a certificate setting forth (a) the Conversion Price of the Preferred Stock then in effect and (b) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of the Preferred Stock.

3.10 Mandatory Conversion. Upon either (a) the closing of the sale of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended or (b) the date and time, or the occurrence of an event, specified by vote or written consent of a Supermajority of the Preferred Stock shareholders at the time of the vote or consent, voting as a single class on an as-converted basis (the time of the closing or the date and time specified or the time of the event specified in the vote or written consent is referred to herein as the “**Mandatory Conversion Time**”), (i) all outstanding shares of Preferred Stock will automatically be converted into shares of Common Stock, at the applicable ratio described in Section 3.11 as the same may be adjusted from time to time in accordance with Section 3, and (ii) the shares may not be reissued by the Corporation.

3.11 Procedural Requirements. All holders of record of Preferred Stock will be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all the shares of Preferred Stock pursuant to Section 3.10. Unless otherwise provided in this Restated Certificate, the notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of the notice, each holder of Preferred Stock will surrender the holder’s certificate or certificates for all the shares (or, if the holder alleges that the certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of the certificate) to the Corporation at the place designated in the notice, and will thereafter receive certificates for the number of shares of Common Stock to which the holder is entitled pursuant to this Section 3. If so required by the Corporation, certificates surrendered for conversion will be endorsed or accompanied by written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or the holder’s attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Section 3.10, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to the time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and

agreement) therefor, to receive the items provided for in the next sentence of this Section 3.11. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation will issue and deliver to the holder, or to the holder's nominee(s), a certificate or certificates for the number of full shares of Common Stock issuable on the conversion in accordance with these provisions, together with cash as provided in Section 3.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon the conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. The converted Preferred Stock will be retired and cancelled and may not be reissued as shares of the Preferred Stock, and the Corporation may thereafter take the appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock (and the applicable series thereof) accordingly.

4. Dividends. All dividends will be declared pro rata on the Common Stock and the Preferred Stock on a pari passu basis according to the number of shares of Common Stock held or deemed held by the holders. For this purpose each holder of Preferred Stock is to be treated as holding the greatest whole number of shares of Common Stock then issuable upon conversion of all shares of Preferred Stock held by the holder pursuant to Section 5.

5. Series A Redemption Right.

5.1 Annual Redemption Fund. At the end of each fiscal year, beginning at the end of 2020, the Company will allocate to an Annual Redemption Fund for the redemption of Preferred Stock at least 0.0000038661% of Adjusted Net Income for each share of Series A Preferred Stock originally issued. (For example, if the Company issues all 4,573,641 Preferred Stock authorized, the amount allocated will be 17.68%.) “**Adjusted Net Income**” means net income calculated in accordance with United States generally accepted accounting principles then in effect and applied consistently with past practices of the Company, as applicable (to the extent such practices are in accordance with U.S. GAAP), with the following adjustments: GAAP net income will be increased by the amount of any compensation paid to senior management in the applicable fiscal year that was in excess of Base Salary. “**Base Salary**” means \$95,000 per executive per year in 2014, increasing by no more than 10%

5.2 Annual Redemption Pool. The redemption price will be \$16.3632 per Share (the “**Redemption Price**”), as adjusted for share splits, combinations and the like of the Preferred Stock (but not of the Common Shares, which adjustments operate through *Sections 3.4 to 3.7*). The number of Shares available for redemption (the “**Redemption Pool**”) is equal to the Annual Redemption Fund divided by the Redemption Price.

5.3 Redemption Option. Beginning January 2021 for fiscal year 2020, and continuing annually thereafter until such time that there are no Preferred Stock outstanding, each Series A Shareholder will have the right, subject to delay by *Section 5.9*, to have the Company redeem and repurchase the Shareholder's pro rata portion of the Redemption Pool until the Redemption Pool is exhausted or until all Series A Shareholders have had redeemed the maximum amount they elect to redeem for that year.

5.4 Pro-Rata Share Calculations. The Redemption Pool will be allocated among the Series A Shareholders electing to have shares redeemed that year in proportion to the

number of Preferred Stock originally issued to those Shareholders. (In other words, pro rata portion is determined by originally purchased amounts, not by remaining holdings after some redemptions have occurred.) To the extent the Redemption Pool is not fully used up by applying the foregoing allocation (because some Series A Shareholders did not elect to have redeemed their full pro-rata share), the remaining amounts will be allocated proportionally among the remaining electing Series A Shareholders (those who have not reached their maximum) based on the number of Preferred Stock originally issued to those Shareholders, and that process will be repeated until all of the electing Series A Shareholders have had redeemed the maximum amount they indicated in their notice, or the Redemption Pool is exhausted. An example of the method of allocation is set forth on Exhibit C to the Second Amended and Restated Limited Liability Agreement of the Company's predecessor dated December 28, 2015.

5.5 **Unused Portions.** To the extent the Redemption Pool is not fully taken up by electing Series A Shareholders after applying the foregoing procedures, the unused amounts of the Annual Redemption Fund will be reallocated to other Company uses as determined by the Board in its discretion.

5.6 **Calculations.** All calculations in this *Section 5* will be rounded down to the nearest whole Share and the nearest cent.

5.7 **Notice; Binding Election.** On or before January 13 of each year, the Company will estimate Adjusted Net Income and the Annual Redemption Fund and send notices to the Series A Shareholders by that date informing them of the amount in the Redemption Pool and their estimated pro-rata share. Series A Shareholders will have until January 31 to return an election notice to the Company if they desire to have any Shares redeemed. The election notice, which will be binding on the electing Shareholder and the Company, must indicate the maximum number of Preferred Stock that the Series A Shareholder would like to have redeemed. Series A Shareholders who do not return an election notice will be deemed to be electing not to participate in the redemption for that year. Based on the maximum amounts selected by Shareholders in their election notices, the actual amount that will be redeemed for a given Shareholder will be as follows:

(a) if the Shareholder indicates a maximum amount less than or equal to that Shareholder's initial pro-rata share, then the actual amount will be that Shareholder's maximum amount of the Redemption Pool;

(b) if the Shareholder indicates a maximum amount greater than the Shareholder's initial pro-rata share, then an amount equal or greater to that Shareholder's pro-rata share of the Redemption Pool and less than or equal to that Shareholder's maximum amount.

5.8 **Effective Date; Adjustments; Closing.** The effective date of the redemption will be December 31 of the applicable year (the "**Redemption Date**"). Payment will be made on or before March 31 of the following year (the "**Payment Date**"), after actual Adjusted Net Income is determined. If actual Adjusted Net Income exceeds estimated Adjusted Net Income, the difference will be carried over and added to Adjusted Net Income for the next year. If actual Adjusted Net Income is less than estimated Adjusted Net Income, the Company will redeem based on the estimated amounts, assuming *Section 5.9* is not triggered to suspend the payment, and the

difference will be subtracted from Adjusted Net Income for the following year. The closing of any repurchase pursuant to the Redemption Option will take place on the Redemption Date at the Company's office and by exchange of electronic documents. The Company will record the cancellation of the redeemed Preferred Stock in the Company's stock ledger and deliver to each electing Series A Shareholder a notice of the number of Shares redeemed, the number of the Shareholder's outstanding Shares, and the Shareholder's right to receive payment by the Payment Date. From the Redemption Date, all rights of Shareholders in the redeemed Preferred Stock will cease, including but not limited to rights to vote, receive profit and loss allocations, and receive distributions, other than the right to receive payment by the Payment Date for the redeemed Shares.

5.9 **Suspension of Redemption Option.** If the Company does not have sufficient net assets or funds legally available to redeem all Preferred Stock to be redeemed on a Redemption Date, or if the redemption would otherwise be illegal under the Washington Business Corporations Act or other applicable law, the Company will so notify the Series A Shareholders. In that event the Company will only be required to redeem Preferred Stock to the extent possible and legal and will redeem the remaining Preferred Stock otherwise entitled to be redeemed as soon as it is legal and practical.

- 5.10 **Termination.** The redemption rights under this *Section 5* will terminate
- (a) when there are no Preferred Stock outstanding;
 - (b) upon the approval of holders of a Supermajority of the outstanding Preferred Stock;
 - (c) upon a Deemed Liquidation Event; and
 - (d) in the event of a liquidation or dissolution of the Company that does not constitute a Deemed Liquidation Event.

5.11 **Cancellation of Redeemed Shares.** Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries will be automatically and immediately cancelled and retired and will not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

6. **Waiver.** Any of the rights, powers, privileges and other terms of the Preferred Stock set forth herein may be waived prospectively or retrospectively on behalf of all holders of Preferred Stock by the affirmative written consent or vote of a Shareholder Supermajority.

7. **Notice of Record Date.** In the event:
- (a) the Corporation takes a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding up of the Corporation,

then, and in each the case, the Corporation will send or cause to be sent to the holders of Preferred Stock a notice specifying, as the case may be, (i) the record date for the dividend, distribution or right, and the amount and character of the dividend, distribution or right, or (ii) the effective date on which the reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or the other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) will be entitled to exchange their shares of Common Stock (or the other capital stock or securities) for securities or other property deliverable upon the reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding up, and the amount per share and character of the exchange applicable to the Preferred Stock and the Common Stock. The notice will be sent at least 20 days before the earlier of the record date or effective date for the event specified in the notice.

8. Notices. Except as otherwise provided herein, any notice required or permitted by the provisions of this Article V to be given to a holder of shares of Preferred Stock will be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Washington Business Corporation Act, and will be deemed sent upon the mailing or electronic transmission.

ARTICLE VI: PREEMPTIVE RIGHTS.

No stockholder of the Corporation will have a right to purchase shares of capital stock of the Corporation sold or issued by the Corporation except to the extent that such a right may from time to time be set forth in a written agreement between the Corporation and any stockholder.

ARTICLE VII: DIRECTORS

The number of directors of this corporation will be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified therein. Directors will serve until the next annual meeting of the shareholders and until their successors are elected and qualified.

ARTICLE VII: CUMULATIVE VOTING

Shareholders of this Corporation will not have the right to cumulate votes in the election of directors.

ARTICLE IX: VOTING

9.11 **Voting Threshold.** With respect to RCW 23B.10.030, 23B.11.030, 23B.12.020, and 23B.14.020, the voting threshold will be a majority of all the votes entitled to be cast on the plan or transaction by each voting group entitled to vote on the matter.

9.12 **Voting on Certain Amendments to Share.** Except as provided elsewhere in these Share (by amendment or otherwise), no class or series of shares will be entitled to vote as a group on the matters set forth in paragraph (1)(a), (e), or (f) of RCW 23B.10.040 under the Act, or any successor provision.

9.12 **Voting on Mergers and Share Exchanges.** Except as provided elsewhere in these Share (by amendment or otherwise), no class or series of shares will be entitled to vote as a group on a merger or share exchange as otherwise provided in RCW 23B.11.030 under the Act, or any successor provision.

ARTICLE X: LIMITATION OF DIRECTOR LIABILITY

A director of the corporation will not be personally liable to the corporation or its shareholders for monetary damages for conduct as a director, except for:

- (a) Acts or omissions involving intentional misconduct by the director or a knowing violation of law by the director;
- (b) Conduct violating RCW 23B.08.310 (which involves certain distributions by the corporation);
- (c) Any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled.

If the Washington Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation will be eliminated or limited to the fullest extent permitted by the Washington Business Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the shareholders of the corporation will not adversely affect any right or protection of a director of the corporation with respect to any acts or omissions of such director occurring prior to such repeal or modification.

ARTICLE XI: INDEMNIFICATION OF DIRECTORS

11.1 The corporation will indemnify its directors to the full extent permitted by the Washington Business Corporation Act now or hereafter in force. However, such indemnity will not apply on account of:

- (a) Acts or omissions of the director finally adjudged to be intentional misconduct or a knowing violation of law;
- (b) Conduct of the director finally adjudged to be in violation of RCW 23B.08.310; or

- (c) Any transaction with respect to which it was finally adjudged that such director personally received a benefit in money, property, or services to which the director was not legally entitled.

The corporation will advance expenses for such persons pursuant to the terms set forth in the Bylaws, or in a separate directors' resolution or contract.

11.2 The Board of Directors may take such action as is necessary to carry out these indemnification and expense advancement provisions. It is expressly empowered to adopt, approve, and amend from time to time such Bylaws, resolutions, contracts, or further indemnification and expense advancement arrangements as may be permitted by law, implementing these provisions. Such Bylaws, resolutions, contracts or further arrangements will include but not be limited to implementing the manner in which determinations as to any indemnity or advancement of expenses will be made.

11.3 No amendment or repeal of this Article will apply to or have any effect on any right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

ARTICLE XII: TRANSACTIONS IN WHICH DIRECTORS HAVE AN INTEREST

Any contract or other transaction between this corporation and one or more of its Directors, or between this corporation and any corporation, firm, association or other entity of which one or more of its Directors are shareholders, Shareholders, directors, officers or employees or in which they are interested, will be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting of the Board of Directors which acts upon or in reference to such contract or transaction and notwithstanding his or their participation in such action, by voting or otherwise even though his or their presence or vote, or both, might have been necessary to obligate this corporation upon such contract or transaction; provided, that the transaction is fair to the corporation at the time it is authorized, approved, or ratified.

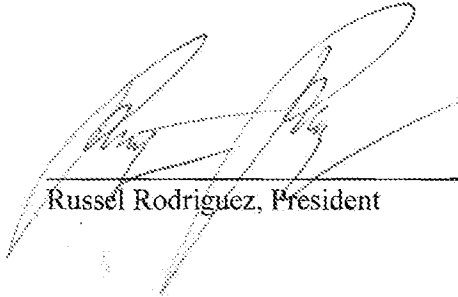
ARTICLE XIII: ACTION BY NONUNANIMOUS SHAREHOLDER CONSENT

13.1 Subject to the provisions of RCW 23B.07.040, shareholders will be permitted to take action by less than unanimous consent of all shareholders entitled to vote on an action.

13.2 Before the date on which the action becomes effective, notice of the taking of such action will be given to each shareholder of record, communicated by any means permitted by the Washington Business Corporation Act, describing with reasonable clarity and specifying the general nature of the action approved, stating the effective date and time of the approved action, and accompanied by the same material that, under the Act, would have been required to be sent to nonconsenting or nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted for shareholder action. Except as otherwise provided in RCW 23B.07.040, such notice will be given as follows: (a) if mailed, by deposit in the U.S. mail at 72 hours before the specified effective time of the action, first-class postage prepaid, correctly addressed to each shareholder of record at the shareholder's address as it appears on the current

13.2 Before the date on which the action becomes effective, notice of the taking of such action will be given to each shareholder of record, communicated by any means permitted by the Washington Business Corporation Act, describing with reasonable clarity and specifying the general nature of the action approved, stating the effective date and time of the approved action, and accompanied by the same material that, under the Act, would have been required to be sent to nonconsenting or nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted for shareholder action. Except as otherwise provided in RCW 23B.07.040, such notice will be given as follows: (a) if mailed, by deposit in the U.S. mail at 72 hours before the specified effective time of the action, first-class postage prepaid, correctly addressed to each shareholder of record at the shareholder's address as it appears on the current record of shareholders of the corporation; or (b) if delivered by personal delivery, by courier service, by wire or wireless equipment, by telegraphic or other facsimile transmission, or by any other electronic means which transmits a facsimile of the communication correctly addressed to each shareholder of record at the physical address, electronic mail address, or facsimile number, as it appears on the current record of shareholders of the corporation, at least 72 hours before the specified effective time of the action.

The undersigned, as President of Adaptive Symbiotic Technologies, Inc., has signed these Articles of Incorporation as of March 12, 2019.



Russel Rodriguez, President