

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ENTITY CONVERSION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EARTH ANIMAL VENTURES, LLC		09/17/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	EARTH ANIMAL VENTURES, INC.
Street Address:	49 John Street
City:	Southport
State/Country:	CONNECTICUT
Postal Code:	06890
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	88329352	ANOTHER WAY
Serial Number:	87831898	ANOTHER WAY
Serial Number:	87660945	CAUSE NO HARM
Serial Number:	88080548	CHEWS THE RIGHT SIZE
Serial Number:	88080540	CHEWS TO MAKE A DONATION
Serial Number:	87863123	DR. BOB GOLDSTEIN'S NATURE'S PROTECTION
Serial Number:	87927770	DR. BOB'S VITALITY NUGGETS
Serial Number:	88264138	EARTH ANIMAL ORBIT RECYCLE PROGRAM
Serial Number:	88134440	NATURE'S COMFORT
Serial Number:	88289625	NO HIDE
Serial Number:	88080525	NO HIDE NIRVANA
Serial Number:	88345912	PURR IT UP!
Serial Number:	87827664	WISDOM WINDOW
Serial Number:	87660921	YOU MAKE MY SOUL SMILE
Serial Number:	88134418	ZEN PEN
Serial Number:	88176019	ZENIBLES
Serial Number:	88360455	ZEN-MOTION
Serial Number:	88365254	ZEN-PEN
Serial Number:	88365246	ZEN-TABS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4755625	BRUSHED-ON BENEFITS
Registration Number:	5613190	CHEW IQ
Registration Number:	2544638	DR. BOB GOLDSTEIN'S DAILY HEALTH NUGGETS
Registration Number:	5503644	DR. BOB GOLDSTEIN'S WISDOM
Registration Number:	4201090	EARTH ANIMAL SOLUTION FINDER
Registration Number:	4915560	NO HIDE
Registration Number:	5769961	WAG IT UP!
Registration Number:	4915561	WHOLESOME WRAPS

CORRESPONDENCE DATA

Fax Number: 6036682970

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6036686560

Email: ldenbow@gtp.com

Correspondent Name: Lynn M. Denbow

Address Line 1: 55 South Commercial Street

Address Line 2: GROSSMAN TUCKER PERREAULT & PFLEGER PLLC

Address Line 4: Manchester, NEW HAMPSHIRE 03101

ATTORNEY DOCKET NUMBER:	RSG002
NAME OF SUBMITTER:	Chelsea VanderWoude
SIGNATURE:	/Chelsea VanderWoude/
DATE SIGNED:	08/01/2019

Total Attachments: 29

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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 INCORPORATION OF "EARTH ANIMAL VENTURES, INC." FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF SEPTEMBER, A.D. 2018, AT 11:21 O`CLOCK A.M.

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




Jeffrey W. Bullock, Secretary of State

5014531 8100V
SR# 20186680565

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

Authentication: 203439647
Date: 09-18-18

TRADEMARK
REEL: 006709 FRAME: 0758

**CERTIFICATE OF INCORPORATION
OF
EARTH ANIMAL VENTURES, INC.**

(Pursuant to Section 102 of the
General Corporation Law of the State of Delaware)

Earth Animal Ventures, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “**General Corporation Law**”),

DOES HEREBY CERTIFY:

FIRST: The name of this corporation is Earth Animal Ventures, Inc. (the “**Corporation**”).

SECOND: The address of the registered office of the Corporation in the State of Delaware is 874 Walker Road, Suite C, in the City of Dover, County of Kent, DE 19904. The name of its registered agent at such address is United Corporate Services, Inc.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to, and the Corporation shall have all necessary corporate power to, engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 5,812 shares of Common Stock, \$0.01 par value per share (“**Common Stock**”) and (ii) 2,140 shares of Preferred Stock, \$0.01 par value per share (“**Preferred Stock**”).

The following is a statement of the designations and the powers, privileges and rights, 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 preferences of the holders of the Preferred Stock set forth herein.

2. 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). There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of this Certificate of Incorporation (this “**Certificate**”)) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of

capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

B. PREFERRED STOCK

All of the 2,140 shares of the authorized Preferred Stock of the Corporation are hereby designated “**Series A Preferred Stock**”, which shall rank senior to all other outstanding stock of the Corporation, including Common Stock and other securities of the Corporation in right of liquidation. The Series A Preferred Stock shall have following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to “sections” or “subsections” in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Dividends. From and after the date of the issuance of any shares of Series A Preferred Stock, dividends at the rate per annum of eight percent (8.0%) of the Series A Original Issue Price (as defined herein) shall accrue on each share of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) (the “**Accruing Dividends**”). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative from the Series A Original Issue Date to the two-year anniversary of the Original Issue Date (the “**Dividend Date**”); provided, however, that except as set forth in the following sentence of this Section 1 or in Subsection 2.1, Section 4 and Section 5, such Accruing Dividends shall be payable in cash on a quarterly basis following the Dividend Date. In the event the Corporation is unable to, or legally not permitted to, pay such dividends, then the Corporation shall (at the election of the holders of at least a majority of the outstanding shares of Series A Preferred Stock) either (1) pay the equivalent amount due in the form of additional shares of Series A Preferred Stock based on the Series A Original Issue Price or (2) accrue such unpaid dividends at a rate of 10.0% per annum, compounded quarterly until such dividends are paid. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock subject to Section 4.6 below) unless (in addition to the obtaining of any consents required elsewhere in this Certificate) the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series A Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such

class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Series A Original Issue Price; provided that if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series A Preferred Stock pursuant to this Section 1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A Preferred Stock dividend.

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

2.1. Preferential Payments to Holders of Series A Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (as defined herein), the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the Series A Original Issue Price, plus any accrued but unpaid dividends thereon, whether or not declared, together with any other dividends declared but unpaid thereon. If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. The aggregate amount which a holder of a share of Series A Preferred Stock is entitled to receive under this Subsection 1.1 is hereinafter referred to as the "Series A Liquidation Amount."

2.2. Distribution of Investment Return. After the payment in full to the holders of Series A Preferred Stock in accordance with Section 2.1 above but before any distribution or payment is made under Section 2.3 and/or Section 2.4 below, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the holders of the Common Stock and the Preferred Stock, on an as-converted to Common Stock basis, in proportion to the shares of Common Stock then held by them, in accordance with Section 4, shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, an amount per share equal to the greater of (a) a forty-five (45.0%) percent internal rate of return on the initial capital contribution made by such holder or (b) three (3x) times the initial capital contribution made by such holder.

2.3. Distribution to Founder. After the payment in full to the holders of Series A Preferred Stock in accordance with Section 2.1 and Section 2.2 above but before any distribution or payment is made under Section 2.4 below, in the event of any

voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, Earth Animal, LLC, an existing stockholder of the Corporation (the “**Founder**”), shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, an aggregate amount equal to ten (10.0%) percent of such then remaining assets of the Corporation for so long as the Founder remains a stockholder of the Corporation.

2.4. Distribution of Remaining Assets. After the payment in full to the holders of Series A Preferred Stock in accordance with Section 2.1, Section 2.2, and Section 2.3 above, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of the Common Stock and the Preferred Stock, on an as-converted to Common Stock basis, in proportion to the shares of Common Stock then held by them, in accordance with Section 4.

2.5. Deemed Liquidation Events. Each of the following events shall be considered a “**Deemed Liquidation Event**”: (a) any liquidation, dissolution, winding up, or similar event of the Corporation, (b) any sale of all or substantially all of the assets of the Corporation, or (c) any sale of equity interests, merger, reorganization or other transaction resulting in a “**Change of Control**” of the Corporation, defined as (i) a change in more than fifty (50.0%) percent of the Board of Directors of the Corporation (the “**Board**”) as a result of the transaction or (ii) if any person or entity, or group of affiliated persons or entities, becomes the beneficial owner of more than fifty (50.0%) percent of the total issued and outstanding stock of the Corporation. The provisions of this Section 2.5 shall not apply to (A) any reorganization, merger or consolidation involving only a change in the state of incorporation and/or the form of entity of the Corporation, or (B) a merger of the Corporation with or into a wholly-owned Subsidiary of the Corporation that is incorporated in the United States of America.

2.6. Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall 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 shall be determined in good faith by the Board.

3. Voting.

3.1. General. The holders of the Series A Preferred Stock will be entitled to that number of votes on all matters presented to stockholders equal to the number of shares of Common Stock then issuable upon conversion of such shares of Series A Preferred Stock. The holders of Series A Preferred Stock will be entitled to vote on an as-converted basis with all stockholders, together as a single class on all matters except as described herein or as required by law.

3.2. Number, Election of Directors. Subject to the provisions of the Shareholders' Agreement of the Corporation, of even date herewith (as may be amended from time to time (the "**Shareholders' Agreement**"), and this Certificate, and unless adjusted pursuant to Section 6 of this Certificate: (a) the Board shall consist of five (5) directors; (b) the holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "**Series A Director**"), by the majority vote or written consent of the Series A Preferred Stock; and (c) the affirmative vote of the holders of record of the shares of Series A Preferred Stock, in their sole discretion, exclusively and as a separate class, by the majority vote or written consent of the Series A Preferred Stock, shall be required to approve the Independent Director (as defined herein). For the purposes of this Certificate, "**Independent Director**" shall mean one director of the Corporation who shall not be a holder of capital stock of the Corporation, and who shall be elected by the majority of the holders of capital stock of the Corporation, voting on an as-converted to Common Stock basis, subject to the approval requirement set forth in this Section 3.2(c). Further, the Corporation may expand the number of directorships of the Corporation from five (5) to seven (7) upon the affirmative vote or consent of both (A) the holders of at least two-thirds (2/3) of the capital stock of the Corporation, on an as-converted to Common Stock basis and (B) the holders of at least two-thirds (2/3) of the Series A Preferred Stock (a "**Series A Super Majority**"), voting exclusively and as a separate class (the "**Board Expansion**"). Upon a Board Expansion, the holders of Series A Preferred Stock shall have the right to elect an additional Series A Director under Section 3.2(b).

3.3. Series A Preferred Stock Protective Provisions. The approval of a Series A Super Majority, by affirmative vote or written consent as a separate class, shall be required for any of the following actions: (a) authorizing or effecting a Deemed Liquidation Event; (b) taking any action, including but not limited to any amendment to this Certificate, the Shareholders' Agreement, and/or the Bylaws of the Corporation (the "**Bylaws**") that would change in any way or adversely affect the rights, preferences, or privileges of the holders of Series A Preferred Stock, it being understood that the issuance of any capital stock on parity with, or having a preference or priority over, the Series A Preferred Stock (including the issuance of additional Series A Preferred Stock) as to any right, preference or priority, including without implied limitation rights to receive dividends and/or distributions upon a Deemed Liquidation Event, shall be deemed to so adversely affect the holders of Series A Preferred Stock; (c) effecting any repurchase or redemption of capital stock of the Corporation (other than pursuant to restricted stock grants or options with employees approved by the Board or the mandatory redemptions contemplated herein); (d) taking any action, including any amendment to this Certificate, the Shareholders' Agreement and/or the Bylaws, that would change the size of the Board; (e) taking any action, including any amendment to this Certificate, the Shareholders' Agreement and/or the Bylaws, that would increase the size of the Option Pool (as such term is defined herein); (f) paying any dividend or make any distribution to any holder of capital stock of the Corporation other than as permitted under and in accordance with this Certificate; (g) incurring, assuming, or creating, or becoming liable for any Indebtedness (as such term is defined herein) exceeding \$500,000; (h) changing the required vote of the holders of Series A Preferred Stock

required to approve any of the actions described in this Section 3.3; (i) or issuing any other capital stock of the Corporation that has parity with or is ranked senior to the Series A Preferred Stock. For the purposes of this Certificate, “**Indebtedness**” shall mean (i) indebtedness for borrowed money or the deferred price of priority or services, or (ii) obligations evidenced by notes, bonds, debentures or similar instruments. Excluded from the definition of Indebtedness is trade debt incurred in the normal course of the Corporation’s business and any working capital loan facility from any bank an in amount less than \$500,000, excluding borrowing intended to repay a Redemption Price (as defined herein).

4. Optional Conversion.

The holders of the Series A Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

4.1. Right to Convert.

4.1.1. Conversion Ratio. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion. The “**Series A Conversion Price**” shall initially be equal to the Series A Original Issue Price. Such initial Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2. Termination of Conversion Rights. In the event of a notice of redemption of any shares of Series A Preferred Stock pursuant to Section 5, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not fully paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Stock.

4.2. Fractional Shares. Fractional shares of Common Stock may be issued upon conversion of the Series A Preferred Stock. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion; provided, that the Corporation, in its sole discretion, may pay to the converting holder an amount in 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, in lieu of any fractional shares to which the converting holder would otherwise be entitled.

4.3. Mechanics of Conversion.

4.3.1. Notice of Conversion. In order for a holder of Series A Preferred Stock to voluntarily convert shares of Series A Preferred Stock into shares of Common Stock, such holder shall (a) provide written notice to the Corporation at its principal office that such holder elects to convert all or any number of such holder's shares of Series A Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder's shares are certificated, surrender the certificate or certificates for such shares of Series A Preferred Stock (or, if such registered holder alleges that such 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 such certificate), at the office of the Corporation. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the Corporation of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time (i) issue and deliver to such holder of Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Series A Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount, if any, as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Series A Preferred Stock converted.

4.3.2. Reservation of Shares. The Corporation shall at all times when the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate. Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be

necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Series A Conversion Price.

4.3.3. Effect of Conversion. All shares of Series A Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment, if any, in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Series A Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

4.3.4. No Further Adjustment. Upon any such conversion, no adjustment to the Series A Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5. Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series A Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4. Adjustments to Series A Conversion Price for Diluting Issues.

4.4.1. Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) **“Option”** shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) **“Series A Original Issue Date”** shall mean the date on which the first share of Series A Preferred Stock was issued.

(c) **“Series A Original Issue Price”** shall mean the price at which the first share of Series A Preferred Stock was issued, which price has been determined to have been \$1,000.00 per share of Series A of Preferred Stock, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock.

(d) “**Convertible Securities**” shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(e) “**Additional Shares of Common Stock**” shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Series A Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, “**Exempted Securities**”):

(i) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on Series A Preferred Stock;

(ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsection 4.5, 4.6, 4.7 or 4.8;

(iii) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board;

(iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security;

(v) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board;

(vi) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board;

(vii) shares of Common Stock, Options or Convertible Securities issued in connection with conversion of the Series A Preferred Stock;

(viii) shares of Common Stock, Options or Convertible Securities issued in connection with a Going Public Transaction (as such term is defined in the Shareholders’ Agreement);

(ix) shares of Common Stock, Options or Convertible Securities issued in connection with outstanding options, warrants, notes or

other rights to acquire securities of the Corporation in existence as of the date of this Certificate;

(x) shares of Common Stock, Options or Convertible Securities issued in connection with joint ventures, technology licensing transactions, distribution transactions or other arrangements involving corporate partners that are primarily for purposes other than raising capital, provided that such issuances are approved by the Board;

(xi) shares of Common Stock, Options or Convertible Securities issued in connection with the issuance of securities to suppliers or third party service providers in connection with the provisions of goods or services pursuant to transactions, provided that such issuances are approved by the Board; or

(xii) shares of Common Stock, Options or Convertible Securities which are otherwise explicitly excluded by the affirmative vote or consent of the holders of the majority of the shares of Series A Preferred Stock.

4.4.2. No Adjustment of Series A Conversion Price. No adjustment in the Series A Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of at least a majority of the then outstanding shares of Series A Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3. Deemed Issuance of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Series A Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase

or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Series A Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series A Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Series A Conversion Price to an amount which exceeds the lower of (i) the Series A Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Series A Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Series A Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series A Original Issue Date), are revised after the Series A Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4.4.4, the Series A Conversion Price shall be readjusted to such Series A Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or

exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Series A Conversion Price provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Series A Conversion Price that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Series A Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4. Adjustment of Series A Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series A Original Issue Date (i) issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the applicable Series A Conversion Price, giving effect to any split or division or similar adjustment to the number of shares of Series A Preferred Stock outstanding, or less than the Series A Original Issue Price, (ii) any subdivision, combination or recapitalization of the capital stock of the Corporation such that the number of shares of Common Stock of the Corporation increase while the number of shares of Series A Preferred Stock of the Corporation does not increase or remains the same, (iii) any distribution, split or repurchase or the distribution of assets to holders of shares of Common Stock in a per share amount in excess of distributions to holders of shares of Series A Preferred Stock, or (iv) any similar event after which holders of shares of Common Stock receive proportionately more Additional Shares of Common Stock, or Additional Shares of Common Stock valued at a higher per share price than the Series A Original Issue Price, than the holders of shares of Series A Preferred Stock, based on a weighted average adjustment, then the Series A Conversion Price shall be adjusted, concurrently with such issuance or event, to reflect the number of shares available for conversion in accordance with the "Anti-Dilution Conversion Ratio". The "Anti-Dilution Conversion Ratio" shall mean that, upon every such issuance described in this Section 4.4.4, the number of shares of Series A Preferred Stock held by each holder of Series A Preferred Stock shall be multiplied by the Series A Original Issue Price (giving effect to any split or division or similar adjustment), and the product of such calculation shall then divided by the consideration per share (determined pursuant to Subsection 4.4.5) paid for the Additional Shares of Common Stock, which result of such formula shall be the number of shares of Common Stock of the Corporation issuable upon conversion of each share of Series A Preferred Stock.

4.4.5. Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing:

(i) The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6. Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4.4.4, then upon the final such issuance, the Series A Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving

effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5. Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Common Stock, the Series A Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding shares of Common Stock, the Series A Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Subsection 4.5 shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6. Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Series A Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction:

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

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price shall be adjusted pursuant to this Subsection 4.6 as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of Series A 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 as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

4.7. Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix 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) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Series A Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

4.8. Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such 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 Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock. For the avoidance of doubt, nothing in this Subsection 4.8 shall be construed as preventing the holders of Series A Preferred Stock from seeking any appraisal rights to which they are otherwise entitled under the General Corporation Law in connection with a merger triggering an adjustment hereunder, nor shall this Subsection 4.8 be deemed conclusive evidence of the fair value of the shares of Series A Preferred Stock in any such appraisal proceeding.

4.9. Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment

is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect, and (ii) 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 Series A Preferred Stock.

4.10. Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Series A Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, 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 such case, the Corporation will send or cause to be sent to the holders of the Series A Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such 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 such other capital stock or securities at the time issuable upon the conversion of the Series A Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series A Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Redemption.

5.1. General. Unless prohibited by Delaware law governing distributions to stockholders, the shares of Series A Preferred Stock shall be redeemed by the Corporation at a price equal to the Series A Original Issue Price per share, plus any dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon (the "**Redemption Price**"), in three (3) annual installments commencing within ninety (90) days after receipt by the Corporation at any time on or after the fifth (5th) anniversary of the Series A Original Issue Date (the "**Redemption Date**") from the affirmative vote or consent of a Series A Super Majority

giving written notice requesting redemption of all shares of Series A Preferred Stock (the “**Redemption Request**”). Upon receipt of a Redemption Request, the Corporation shall apply all of its assets to any such redemption, and to no other corporate purpose, except to the extent prohibited by Delaware law governing distributions to stockholders. The Corporation shall pay one-third (1/3) of the Redemption Price to each holder of Series A Preferred Stock on the Redemption Date, one-third (1/3) of the Redemption Price to each holder of Series A Preferred Stock on the first anniversary of the Redemption Date, and one-third (1/3) of the Redemption Price, plus an interest rate of ten (10.0%) percent per annum, compounded annually, on any unpaid balances thereon, on the second anniversary of the Redemption Date. On each such date, the Corporation shall redeem, on a pro rata basis in accordance with the number of shares of Series A Preferred Stock owned by each holder, that number of outstanding shares of Series A Preferred Stock determined by dividing (i) the total number of shares of Series A Preferred Stock outstanding immediately prior to such date by (ii) the number of remaining dates of redemption (including the date of redemption to which such calculation applies); provided, however, that shares of Series A Preferred Stock otherwise converted to Common Stock (as set forth in Subsection 5.2) shall not be redeemed and shall be excluded from the calculations set forth in this sentence. If, on any date of redemption, Delaware law governing distributions to stockholders prevents the Corporation from redeeming all shares of Series A Preferred Stock to be redeemed, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, and shall redeem the remaining shares as soon as it may lawfully do so under such law.

5.2. Redemption Notice. The Corporation shall send written notice of the mandatory redemption (the “**Redemption Notice**”) to each holder of record of Series A Preferred Stock not less than sixty (60) days prior to the Redemption Date. Each Redemption Notice shall state:

- (a) the number of shares of Series A Preferred Stock held by the holder that the Corporation shall redeem on the dates of redemption specified in the Redemption Notice;
- (b) the Redemption Date and the Redemption Price;
- (c) the date upon which the holder’s right to convert such shares terminates (as determined in accordance with Subsection 4.1); and
- (d) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series A Preferred Stock to be redeemed.

If the Corporation receives, on or prior to the thirtieth (30th) day after the date of delivery of the Redemption Notice to a holder of Series A Preferred Stock, written notice from such holder that such holder elects to convert its shares of Series A Preferred Stock to Common Stock and thus be excluded from the redemption provided in this Section 5, then such conversion, pursuant to

Section 4, shall take effect and such holder shall not be required to follow the redemption provisions of this Section 5, and such converted shares of Common Stock shall not be redeemed or redeemable pursuant to this Section 5, whether on the Redemption Date or thereafter.

5.3. Surrender of Certificates; Payment. On or before each date of redemption, each holder of shares of Series A Preferred Stock to be redeemed on such date of redemption, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such 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 such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series A Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Series A Preferred Stock shall promptly be issued to such holder.

5.4. Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the applicable date of redemption the Redemption Price payable upon redemption of the shares of Series A Preferred Stock to be redeemed on such date of redemption is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series A Preferred Stock shall cease to accrue after such date of redemption and all rights with respect to such shares shall forthwith after the redemption terminates, except only the right of the holders to receive the Redemption Price without interest upon surrender of any such certificate or certificates therefor.

6. Redeemed or Otherwise Acquired Shares. Any shares of Series A Preferred Stock or Common Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall 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 Series A Preferred Stock or Common Stock following redemption.

7. Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least a Series A Super Majority.

8. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Series A Preferred Stock shall 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 General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by this Certificate or the Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws.

SIXTH: Subject to any additional vote required by this Certificate, the Board shall consist of not less than one nor more than fifteen members, the exact number of which shall be fixed from time to time by the Board or the holders of a majority (by number of votes) of the capital stock issued and outstanding and entitled to vote for the election of directors.

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

EIGHTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws.

NINTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

TENTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

ELEVENTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in,

any Excluded Opportunity. An “**Excluded Opportunity**” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Series A Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, “**Covered Persons**”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s capacity as a director of the Corporation.

TWELFTH: No stockholder of the Corporation shall, solely in their capacity as such, 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 is otherwise expressly provided in favor of such stockholder by the terms of a separate written agreement between the Corporation and such stockholder.


THIRTEENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation’s stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the General Corporation Law or the Corporation’s certificate of incorporation or bylaws, or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten (10) days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Thirteenth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Thirteenth (including each portion of any sentence of this Article Thirteenth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

FOURTEENTH: The Corporation is to have perpetual existence.

FIFTEENTH: This Certificate of Incorporation has been duly adopted in accordance with Section 102 of the General Corporation Law.

[Signature Page Follows]

IN WITNESS WHEREOF, I, Robert Goldstein, the sole incorporator of Earth Animal Ventures, Inc., have executed this Certificate of Incorporation on this 17th day of September, 2018, and do hereby certify under the penalties of perjury that the facts stated in this Certificate of Incorporation are true.

By: 
Robert Goldstein, Incorporator

c/o Earth Animal Ventures, Inc.
49 John Street
Southport, CT 06890

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**AMENDMENTS TO OWNERSHIP INFORMATION FOR APPLICATIONS AND
REGISTRATIONS OF RECORD**

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true. 37 C.F.R. §2.20.

Earth Animal Ventures, Inc., formerly Earth Animal Ventures, LLC, hereby requests its entity conversion from the “LLC” to an “INC” be recorded on its pending trademark applications and trademark registrations, and that a clerical error be corrected to list the Applicant/Registrant as a Delaware corporation instead of a Connecticut corporation. The clerical error is a mere misstatement of the original state of incorporation for the trademark owner, who is incorporated under the laws of Delaware but is also registered as a foreign corporation in the state of Connecticut. Therefore, as the correct owner filed these applications but identified itself incorrectly, the error is correctable. See TMEP §1201.02(c).

Attached please find the re-organization documentation including the new incorporation documents.

Applicant notes that the following pending applications were filed after the conversion occurred and therefore should have been filed in the name of Earth Animal Ventures Inc. as the LLC no longer existed: ANOTHER WAY, Serial No. 88/329352, EARTH ANIMAL ORBIT RECYCLE PROGRAM, Serial No. 88/264138, NATURE’S COMFORT 88/134440, NO HIDE, Serial No. 88/289625, PURR IT UP!, Serial No. 88/345912, ZEN PEN, Serial No. 88/134418,

ZENIBLES, Serial No. 88/176019, ZEN-MOTION, Serial No. 88/360455, ZEN-PEN Serial No. 88/365254, and ZEN-TABS, Serial No. 88/365246. As the LLC did not exist at the time of filing and the correct owner filed but did not identify itself correctly, this error is correctable. See TMEP §1201.02(c).

The relevant trademark applications and registrations are included below:

No.	U.S. Serial/ Reg. No.	Trademark
1.	88/329,352	ANOTHER WAY
2.	87/831,898	ANOTHER WAY
3.	87/660,945	CAUSE NO HARM
4.	88/080, 548	CHEWS THE RIGHT SIZE
5.	88/080,540	CHEWS TO MAKE A DONATION
6.	87/863,123	DR. BOB GOLDSTEIN'S NATURE'S PROTECTION
7.	87/927,770	DR. BOB'S VITALITY NUGGETS
8.	88/264,138	EARTH ANIMAL ORBIT RECYCLE PROGRAM

No.	U.S. Serial/ Reg. No.	Trademark
9.	88/134,440	NATURE'S COMFORT
10.	88/289,625	NO HIDE
11.	88/080,525	NO HIDE NIRVANA
12.	88/345,912	PURR IT UP!
13.	87/827,664	WISDOM WINDOW
14.	87/660,921	YOU MAKE MY SOUL SMILE
15.	88/134,418	ZEN PEN
16.	88/176,019	ZENIBLES
17.	88/360,455	ZEN-MOTION
18.	88/365,254	ZEN-PEN
19.	88/365,246	ZEN-TABS

No.	U.S. Serial/ Reg. No.	Trademark
20.	4,755,625	BRUSHED-ON BENEFITS
21.	5,613,190	CHEW IQ
22.	2,544,638	DR. BOB GOLDSTEIN'S DAILY HEALTH NUGGETS
23.	5,503,644	DR. BOB GOLDSTEIN'S WISDOM
24.	4,201,090	EARTH ANIMAL SOLUTION FINDER
25.	4,915,560	NO HIDE
26.	5,769,961	WAG IT UP!
27.	86/551,625	WHOLESOME WRAPS

Please apply any fee deficiency to deposit account 50-2121.

Dated: August 1, 2019

Respectfully submitted,

Earth Animal Ventures
By its attorneys,

GROSSMAN, TUCKER, PERREAULT &
PFLEGER PLLC

By: /Chelsea VanderWoude/
Chelsea VanderWoude

Chelsea VanderWoude
55 S. Commercial Street
Manchester, NH 03101
Telephone: (603) 668-6560
Facsimile: (603) 668-2970

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 "EARTH ANIMAL VENTURES, LLC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "EARTH ANIMAL VENTURES, LLC" TO "EARTH ANIMAL VENTURES, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF SEPTEMBER, A.D. 2018, AT 11:21 O`CLOCK A.M.

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




Jeffrey W. Bullock, Secretary of State

5014531 8100V
SR# 20186680565

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

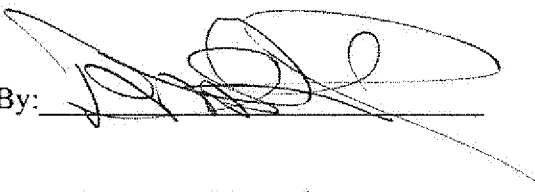
Authentication: 203439647
Date: 09-18-18

TRADEMARK
REEL: 006709 FRAME: 0785

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 July 22, 2011.
- 4.) The name of the Limited Liability Company immediately prior to filing this Certificate is Earth Animal Ventures, LLC.
- 5.) The name of the Corporation as set forth in the Certificate of Incorporation is Earth Animal Ventures, Inc.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Limited Liability Company have executed this Certificate on the 17th day of September, A.D. 2018.

By: 

Name: Robert Goldstein
Print or Type

Title: Manager
Print or Type