

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mass Ingenuity LLC		09/30/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Mass Ingenuity Inc.		
Street Address:	1455 NW Irving Street		
Internal Address:	Suite 200		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3734889	MASS INGENUITY	
Registration Number:	4120362	NOW MANAGEMENT SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	5032260079		
<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:	5032261191		
Email:	mstoecklin@buchalter.com		
Correspondent Name:	Molly Stoecklin, Buchalter		
Address Line 1:	1331 NW Lovejoy Street		
Address Line 2:	Suite 900		
Address Line 4:	Portland, OREGON 97209		
ATTORNEY DOCKET NUMBER:	M7859-0004		
NAME OF SUBMITTER:	Molly Stoecklin		
SIGNATURE:	/Molly Stoecklin/		
DATE SIGNED:	11/05/2019		
Total Attachments: 15			
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Articles of Conversion - Business Entities

FILED

SEP 30 2019

OREGON SECRETARY OF STATE

For office use only

REGISTRY NUMBER: 694720-91

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

- 1. Name of Business Entity Prior to Conversion: Mass Ingenuity LLC
- 2. Type of Business Entity Prior to Conversion: Limited liability company
- 3. Name of Business Entity After Conversion: Mass Ingenuity Inc.
- 4. Type of Business Entity After Conversion: Corporation

5. Will the converted entity have continued existence in Oregon? Yes No

6. If no, where will the jurisdiction be? _____

7. Select one of the following:

- A copy of the plan of conversion is attached.
- Address where the plan of conversion is on file.

Address _____

City _____ State _____ Zip Code _____

A copy will be provided upon request to any owner, member or shareholder at no cost. Each party (as specified by the statute) to the conversion obtained authorization and approval in accordance with the statutes that govern the business entity.

8. Provide additional information required for new entity type. (Required)

See Articles of Incorporation attached as Exhibit A to the Plan of Conversion

9. Oregon Corporation and Limited Liability Company Requirement:

Oregon Corporations and Limited Liability Companies comply with House Bill 2191 by attaching an information change form that includes the Principal Place of Business and Individual with Direct Knowledge.

10. Execution: (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Signature:

Printed Name:

Title:

Aaron Howard

President

CONTACT NAME: (To resolve questions with this filing)

Brenda Ayers

PHONE NUMBER: (Include area code)

503.226.1191

MASS INGENUITY INC.



69472091-20420606

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**PLAN OF CONVERSION
OF
MASS INGENUITY LLC,
an Oregon limited liability company
INTO
MASS INGENUITY INC.,
an Oregon corporation**

THIS PLAN OF CONVERSION (this "Plan"), dated as of September 30, 2019, is hereby adopted by **MASS INGENUITY LLC**, an Oregon limited liability company (the "Company"), in accordance with the requirements of Sections 63.470 through 63.479 of the Oregon Limited Liability Company Act (the "LLC Act").

RECITALS:

A. The Company is a limited liability company organized and existing under the LLC Act. The Company has two (2) classes of membership units: (i) Common Units, and (ii) Preferred Units (collectively, the "Membership Units").

B. The Company has (i) two (2) Common Unit members (together, the "Common Unit Members"), and (ii) multiple Preferred Unit members (together, the "Preferred Unit Members") (together, the "Members"). The Members collectively own one hundred percent (100%) of the Membership Units of the Company.

C. The Members deem it advisable and in the best interest of the Company that the Company be converted into a corporation pursuant to Sections ORS 63.470 through 63.479 of the LLC Act (the "Conversion"), and thereafter exist as a corporation pursuant to the Oregon Business Corporation Act, ORS Chapter 60 (the "Corporation Act").

D. Pursuant to ORS 63.473, the Members have approved the Conversion of the Company into a corporation under the terms and conditions set forth below.

PLAN OF CONVERSION:

1. **Conversion.** At the Effective Date (as defined below in Section 2), upon the terms and subject to the conditions of this Plan, and in accordance with the LLC Act, the Company shall be converted into a corporation organized and thereafter existing under the Corporation Act, and shall be named **MASS INGENUITY INC.** (the "Corporation").

2. **Effective Date.** Subject to the terms and conditions set forth in this Plan, the Articles of Conversion shall be approved by the Members and thereafter delivered to the Oregon Secretary of State, Corporation Division for filing. The Conversion shall become effective the end of the business day on September 30, 2019, after filing of the Articles of Conversion with the Oregon Secretary of State, Corporation Division (the "Effective Date").

3. **Effects of Conversion.** The Conversion shall have the effects set forth in ORS 63.479, which include the following: (a) the Company continues its existence despite the Conversion; (b) title to all real estate and other real and personal property owned by the Company is vested in the Corporation without reversion or impairment; (c) all obligations of the Company including, without limitation, contractual, tort, statutory and administrative obligations are obligations of the Corporation; and (d) any action or proceeding pending against the Company or its owners may be continued as if the conversion had not occurred, or the Corporation may be substituted as a party to the action or proceeding.

4. **Articles of Incorporation.** The Articles of Incorporation of the Corporation, which shall take effect on the Effective Date are attached as **Exhibit A.**

5. **Conversion of Membership Units.**

5.1 **Issuance of Shares of Common Stock.** Automatically upon the Effective Date, by virtue of the Conversion, the Common Units issued and outstanding immediately prior to the Effective Date shall be changed and converted into the same number of shares of common stock of the Corporation (the "Common Stock"). The conversion ratio shall be one (1) Membership Unit for one (1) share of the Common Stock.

5.2 **Cancellation of Common Units.** Following the Effective Date, the Common Units shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist. Upon the Effective Date, the Common Unit Members shall cease to have any rights in respect of the Common Units, except the right to receive that number of shares of the Common Stock into which the Common Units are converted pursuant to Section 5.1.

6. **Conversion of Preferred Units.**

6.1 **Issuance of Shares of Series A Stock.** Automatically upon the Effective Date, by virtue of the Conversion, the Preferred Units issued and outstanding immediately prior to the Effective Date shall be changed and converted into the same number of shares of Series A preferred stock of the Corporation ("Series A Stock"). The conversion ratio be one (1) Membership Unit for one (1) share of the Series A Stock.

6.2 **Cancellation of Preferred Units.** Following the Effective Date, the Preferred Units shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist. Upon the Effective Date, the Preferred Unit Members shall cease to have any rights in respect of the Preferred Units, except the right to receive that number of shares of the Series A Stock into which the Preferred Units are converted pursuant to Section 6.1.

7. **Conversion of Unit Purchase Warrants.**

7.1 **Issuance of Common Stock Purchase Warrants.** Automatically upon the Effective Date, by virtue of the Conversion, the Unit Purchase Warrants issued and outstanding immediately prior to the Effective Date shall be changed and converted into Common Stock Purchase Warrants for the same number of shares of the Common Stock. The conversion ratio shall be one (1) Unit Purchase Warrant for one (1) Common Stock Purchase Warrant.

7.2 **Cancellation of Unit Purchase Warrants.** Following the Effective Date, the Unit Purchase Warrants shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist. Upon the Effective Date, the holders of Unit Purchase Warrants shall cease to have any rights in respect of the Unit Purchase Warrants, except the right to receive that number of Common Stock Purchase Warrants into which the Unit Purchase Warrants are converted pursuant to Section 7.1.

8. **Conversion of Preferred Unit Purchase Warrants.**

8.1 **Issuances of Series A Stock Purchase Warrants.** Automatically upon the Effective Date, by virtue of the Conversion, the Preferred Unit Purchase Warrants issued and outstanding immediately prior to the Effective Date shall be changed and converted into Series A Stock Purchase Warrants for the same number of shares of Series A Stock. The conversion ratio shall be one (1) Preferred Unit Purchase Warrant for one (1) Series A Stock Purchase Warrant.

8.2 **Cancellation of Preferred Unit Purchase Warrants.** Following the Effective Date, the Preferred Unit Purchase Warrants shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist. Upon the Effective Date, the holders of the Preferred Unit Purchase Warrants shall cease to have any rights in respect of the Unit Purchase Warrant, except the right to receive that number of Series A Stock Purchase Warrants into which the Preferred Unit Purchase Warrant are converted pursuant to Section 8.1.

9. **Issuances of Stock Options from 2019 Stock Incentive Plan.**

9.1 **Grants to Individuals.** Automatically upon the Effective Date, by virtue of the Conversion, the Unit Incentives granted to any individuals from the Unit Incentive Plan of the Company issued and outstanding immediately prior to the Effective Date shall be exchanged for stock option grants for the same number of shares of Common Stock under the Corporation's 2019 Stock Incentive Plan. The conversion ratio shall be one (1) Unit Incentive for one (1) stock option for the purchase of the Common Stock.

9.2 **Grants to Entities.** Automatically upon the Effective Date, by virtue of the Conversion, the Unit Incentives granted to any entity from the Unit Incentive Plan of the Company issued and outstanding immediately prior to the Effective Date shall be exchanged for a Series A Stock Purchase Warrant for the same number of shares of Series A Stock of the Company. The conversion ratio shall be one (1) Unit Incentive for one (1) Series A Stock Purchase Warrant.

9.3 **Cancellation of Unit Incentives.** Following the Effective Date, the Unit Incentives shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist. Upon the Effective Date, the unit holders shall cease to have any rights in respect of Unit Incentives, except the right to receive that number of (i) stock options issued under the Corporation's 2019 Stock Incentive Plan into which the Unit Incentives issued to individuals are exchanged pursuant to Section 9.1, and (ii) Series A Stock Purchase Warrants into which the Unit Incentives issued to entities are exchanged pursuant to Section 9.2.

10. **Promissory Notes.**

10.1 **Senior Secured Promissory Notes.** The Senior Secured Promissory Notes (together, the "Senior Notes") issued by the Company and outstanding prior to the Effective Date shall remain issued and outstanding following the Effective Date. All obligations of the Company under the Senior Notes shall become the obligations of the Corporation after the Effective Date and the Senior Notes shall remain in full force and effect.

10.2 **Subordinated Secured Promissory Notes.** Unless the holder of a Subordinated Secured Promissory Note (together, the "Subordinated Notes" and each, a "Subordinated Note") agrees in writing to convert such holder's Subordinated Note into shares of the Series B preferred stock of the Corporation (the "Series B Stock"), the Subordinated Notes issued and outstanding prior to the Effective Date shall remain issued and outstanding following the Effective Date. With respect to any Subordinated Notes that are not converted into shares of the Series B Stock, all obligations of the Company under the Subordinated Notes shall become the obligations of the Corporation after the Effective Date.

11. **Directors.** The initial directors of the Corporation shall be (a) Aaron Howard, (b) Kelly Ferguson, and (c) Rodger Adams, who shall be the director representing the holders of the Series A Stock.

12. **Officers.** The initial officers of the Corporation shall be as follows, who shall each serve at the pleasure of the Board of Directors (the "Board") until their respective successors are duly elected and qualified:

<u>Name</u>	<u>Office</u>
Aaron Howard	Chairman of the Board, CEO and President
Kelly Ferguson	Chief Operating Officer
Kathryn Sterner	Chief Financial Officer and Secretary

DATED and EFFECTIVE as of the day and year first written above.

MASS INGENUITY LLC,
an Oregon limited liability company

By: _____

Aaron Howard, President

EXHIBIT A
ARTICLES OF INCORPORATION
OF
MASS INGENUITY INC.

[See Attached]

ARTICLES OF INCORPORATION
OF
MASS INGENUITY INC.

The corporation hereby adopts the following Articles of Incorporation (these "Articles"):

ARTICLE 1.
NAME OF CORPORATION

The name of the corporation is **MASS INGENUITY INC.** (the "Corporation").

ARTICLE 2.
AUTHORIZED STOCK

A. **Authorized Stock.** The aggregate number of shares that the Corporation shall have authority to issue shall consist of an aggregate of 25,000,000 shares. From such shares (i) 15,000,000 shares shall be designated as common stock of the Corporation (the "Common Stock"), (ii) 5,000,000 shares shall be designated as Series A preferred stock of the Corporation (the "Series A Stock"), and (iii) 5,000,000 shares shall be designated as Series B preferred stock of the Corporation (the "Series B Stock").

B. **Common Stock.**

1. **General.** The 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 Series A Stock and the Series B Stock set forth herein.

2. **Voting.** The holders of the Common Stock are entitled to one (1) vote for each share of the Common Stock at all meetings of the shareholders (and in connection with all written consents or actions in lieu of meetings). Except as otherwise provided in (i) these Articles, including the protective provisions set forth herein, and (ii) the Oregon Business Corporation Act (the "Act"), a majority of the shares of the Common Stock and the Series A Stock, voting together as a single class, shall determine all matters coming before the shareholders.

3. **Dividends.** The Corporation shall not declare, pay or set aside any dividends on shares of any class or series of capital stock of the Corporation, unless the holders of the Series B Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of the Series B Stock in an amount at least equal to the accrued and accumulated dividend payable on each share of the Series B Stock as set forth in Section D.2 (the "Series B Accrued Dividend"). After the payment of the Series B Accrued Dividend in full, the Board may cause the Corporation to declare and pay dividends on shares of the Common Stock from money or property in excess of that which is needed by the Corporation to properly carry on its business. If any such dividends shall be declared and paid, they shall be made to all holders of the Common Stock pro rata in proportion to the holder's respective percentage interest of the Common Stock.

4. **Liquidation.**

(i) **Liquidation Preference.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event (as defined below in Section B.4(ii)) (together, a “Liquidation”), after the holders of the Series B Stock have received the Series B Liquidation Amount described in Section D.3 and the holders of the Series A Stock have received the Series A Liquidation Amount described in Section C.4, the holders of shares of the Common Stock shall be entitled to be paid out the remaining assets of the Corporation available for distribution to its shareholders.

(ii) **Deemed Liquidation Event.** For purposes of these Articles, a liquidation, dissolution, or winding up of the Corporation shall be deemed to occur if the Corporation shall (A) sell, convey, or otherwise dispose of all or substantially all of its property or business or merge with or into or consolidate with any other corporation, limited liability Corporation or other entity (other than a wholly-owned subsidiary of the Corporation); or (B) become a party to any transaction or series of transactions in which fifty percent (50%) or more of the Corporation’s voting power is transferred; or (C) enter into an exclusive irrevocable license of all or substantially all of its intellectual property with any other entity (other than a wholly owned subsidiary of the Corporation) (any such transaction, a “Liquidation Transaction”), provided that none of the following shall be considered a Liquidation Transaction: (i) a merger effected exclusively for the purpose of changing the domicile of the Corporation, (ii) an equity financing in which the Corporation is the surviving corporation and the shareholders of the Corporation prior to such transaction own at least fifty percent (50%) of the capital stock of the Corporation after such transaction, or (iii) a transaction in which the shares of capital stock of the Corporation immediately prior to the transaction represent or are converted into shares of capital stock which represent a majority of the voting power of the surviving corporation following the transaction and such shares are held in substantially the same proportion amongst the shareholders of the Corporation as held by them immediately prior to the consummation of the transaction (collectively, a “Deemed Liquidation Event”).

C. **Series A Stock.**

1. **General.** The dividend and liquidation rights of the holders of the Series A Stock are subject to, and qualified by, the rights, powers and preferences of the holders of the Series B Stock set forth herein.

2. **Voting.** The holders of the Series A Stock are entitled to one (1) vote for each share of the Series A Stock at all meetings of the shareholders (and in connection with all written consents or actions in lieu of meetings). Except as otherwise provided in (i) these Articles, including the protective provisions set forth herein, and (ii) the Act, a majority of the shares of the Common Stock and the Series A Stock, voting together as a single class, shall determine all matters coming before the shareholders.

3. **Dividends.** The Corporation shall not declare, pay or set aside any dividends on shares of any class or series of capital stock of the Corporation, unless the holders of the Series B Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding

share of the Series B Stock in an amount at least equal to the Series B Accrued Dividend. After the payment of the Series B Accrued Dividend, the Board may cause the Corporation to declare and pay dividends on shares of the Series A Stock from money or property in excess of that which is needed by the Corporation to properly carry on its business. If any such dividends shall be declared and paid, they shall be made to all holders of the Series A Stock pro rata in proportion to the holder's respective percentage interest of the Series A Stock.

4. **Liquidation Preference.** In the event of a Liquidation, after the holders of the Series B Stock have received the Series B Liquidation Amount described in Section D.3, the holders of shares of the Series A Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders before any payment shall be made to the holders of the Common Stock by reason of their ownership thereof, an amount per share equal to one (1) times the Series A Original Issue Price, plus any dividends declared but unpaid thereon (the "Series A Liquidation Amount"). If upon any such Liquidation, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series A Stock the full amount to which they shall be entitled under this Section C.4, the holders of shares of the Series A 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. For purposes of these Articles, the "Series A Original Issue Price" shall be, with respect to any share of the Series A Stock, \$0.1931 (as adjusted for stock splits, recapitalization or similar transaction with respect to the Series A Stock).

5. **Protective Provisions.** So long as at least 2,192,127 shares of the Series A Stock remain outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent) of the holders of at least a majority of the then outstanding shares of the Series A Stock:

- (i) amend or repeal any provision of these Articles or the Bylaws;
- (ii) create and issue any shares of stock for a price less than the Series A Original Issue Price;
- (iii) increase the number of shares in the employee option pool to an amount greater than 2,000,000 shares of the Common Stock; and
- (iv) designate the board designee of the holders of Series A Stock.

6. **Election of Directors.** The holders of record of the shares of Series A Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation, and the holders of record of the shares of the Common Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class entitled to elect such director shall constitute a quorum for the purpose of electing such director. Subject to the rights of the shareholder to remove a director for cause in accordance with applicable law, a shareholder shall not take any action to remove an incumbent board designee or

designate a new board designee unless such removal or designation of a board designee is approved in a writing signed by the party entitled to initially designate the board designee.

D. **Series B Stock.**

1. **Voting.** Except as required by the Act, the holders of the Series B Stock shall not be entitled to vote on any matter before the Shareholders. The Series B Stock shall be non-voting stock.

2. **Cumulative Dividends.**

(i) **Accrual and Payment of Dividends.** From and after the date of issuance of any share of the Series B Stock, cumulative dividends shall accrue on each share of the Series B Stock, whether or not declared by the Board and whether or not there are funds legally available for the payment of such dividends, at a rate of twelve percent (12%) per annum on the Series B Original Issue Price. The Series B Accrued Dividend shall be paid in cash only when, as, and if declared by the Board out of funds legally available therefor or upon a Liquidation or a redemption of the Series B Stock in accordance with Sections D.3 or D.5. The Series B Accrued Dividend shall be paid prior to and in preference to any dividend on shares of the Series A Stock or the Common Stock.

(ii) **Partial Dividends.** Except as otherwise provided herein, if at any time the Corporation pays less than the total amount of the Series B Accrued Dividend, such payment will be distributed pro rata among the holders thereof based upon their respective ownership of the Series B Stock. Any such payment shall reduce the amount of dividends accrued and accumulated for each share of the Series B Stock.

3. **Liquidation Preference.** In the event of a Liquidation, the holders of shares of the Series B Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its Shareholders before any payment shall be made to the holders of the Series A Stock and the Common Stock by reason of their ownership thereof, an amount per share equal to one (1) times the Series B Original Issue Price, plus any unpaid portion of the Series B Accrued Dividend (the "Series B Liquidation Amount"). If upon any such Liquidation, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series B Stock the full amount to which they shall be entitled under this Section D.3, the holders of shares of the Series B 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. For purposes of these Articles, the "Series B Original Issue Price" shall be, with respect to any share of the Series B Stock, \$0.67804 (as adjusted for stock splits, recapitalization or similar transaction with respect to the Series B Stock).

4. **Put Right.**

(i) **Right to Sell.** On or after January 10, 2024 ("Put Right Date"), the holders of the Series B ("Series B Shareholders"), subject to the other provisions of this Section D.4,

may elect to sell to the Corporation all of the shares of Series B Stock held by each such shareholder at a price equal to the Series B Liquidation Amount (the "Put Purchase Price").

(ii) **Procedures.**

(a) If such Series B Shareholder desires to sell shares of Series B Stock pursuant to this Section D.4, such Series B Shareholder shall deliver to the Corporation after the Put Right Date, a written notice (the "Put Right Notice") specifying the number of shares of Series B Stock to be sold (the "Offered Series B Stock") by such Series B Shareholder.

(b) By delivering the Put Right Notice, the Series B Shareholder represents and warrants to the Corporation that: (x) the Series B Shareholder has full right, title and interest in and to the Offered Series B Stock, (y) the Series B Shareholder has all the necessary power and authority and has taken all necessary action to sell such Offered Series B Stock as contemplated by this Section D.4, and (z) the Offered Series B Stock is free and clear of any and all liens other than those arising as a result of or under the terms of these Articles.

(c) Subject to Section D.4(iii) below, the closing of any sale of Offered Series B Stock pursuant to this Section D.4, shall take place no later than ninety (90) business days following receipt by the Corporation of the Put Right Notice. The Corporation shall give such Series B Shareholder at least ten (10) business days written notice of the date of closing (the "Put Right Closing Date").

(iii) **Consummation of Sale.** The Corporation shall use commercially reasonable efforts to pay the Put Purchase Price for the Offered Series B Stock by certified or official bank check or by wire transfer of immediately available funds on the Put Right Closing Date.

(iv) **Cooperation.** The Series B Shareholder shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section D.4, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

(v) **Closing.** At the closing of any sale and purchase pursuant to this Section D.4, the Series B Shareholder shall deliver to the Corporation a certificate or certificates representing the Offered Series B Stock to be sold (if any), accompanied by stock powers and all necessary stock transfer taxes paid and stamps affixed, if necessary, against receipt of the Put Purchase Price.

5. **Call Right.**

(i) **Right to Buy.** At any time ("Call Right Date"), the Corporation, subject to the other provisions of this Section D.5, may elect to buy from the Series B Shareholders any and all shares of the Series B Stock held by such person at a price equal the Series B Liquidation Amount (the "Call Purchase Price").

(ii) **Procedures.**

(a) If the Corporation desires to buy shares of Series B Stock pursuant to this Section D.5, the Corporation shall deliver to such Series B Shareholder, a written notice (the "Repurchase Notice") specifying the number of shares of the Series B Stock to be purchased (the "Repurchased Series B Stock") by the Corporation from such Series B Shareholder.

(b) Upon delivering the Repurchase Notice, the Series B Shareholder represents and warrants to the Corporation that: (x) the Series B Shareholder has full right, title and interest in and to the Repurchased Series B Stock, (y) the Series B Shareholder has all the necessary power and authority and has taken all necessary action to sell such Repurchased Series B Stock as contemplated by this Section D.5, and (z) the Repurchased Series B Stock is free and clear of any and all liens other than those arising as a result of or under the terms of these Articles.

(c) Subject to Section D.5(iii) below, the closing of any purchase of the Repurchased Series B Stock pursuant to this Section D.5, shall take place no later than ninety (90) business days following receipt by the Series B Shareholder of the Repurchase Notice. The Corporation shall give the Series B Shareholder at least ten (10) business days written notice of the date of closing (the "Call Right Closing Date").

(iii) **Consummation of Sale.** The Corporation shall use commercially reasonable efforts to pay the Call Purchase Price for the Repurchased Series B Stock by certified or official bank check or wire transfer of immediately available funds on the Call Right Closing Date.

(iv) **Cooperation.** The Series B Shareholder shall take all actions as may be reasonably necessary to consummate the sale contemplated by this Section D.5, including without limitation, entering into agreement and delivering certificates and instruments and consents as may be deemed necessary and appropriate.

(v) **Closing.** At the closing of any sale and purchase pursuant to this Section D.5, the Series B Shareholder shall deliver to the Corporation a certificate or certificates representing the Series B Stock to be sold (if any), accompanied by stock powers and all necessary stock transfer taxes paid and stamps affixed, if necessary, against receipt of the Call Purchase Price.

**ARTICLE 3.
REGISTERED OFFICE AND REGISTERED AGENT**

The address of the registered office of the Corporation is c/o Ater Wynne LLP, 1331 NW Lovejoy Street, Suite 900, Portland, Oregon 97209 and the name of the registered agent of the Corporation at such address is AW Services, Inc. The registered agent has consented to this appointment.

**ARTICLE 4.
MAILING ADDRESS AND PRINCIPAL PLACE OF BUSINESS ADDRESS**

The mailing address of the Corporation for notices is c/o Ater Wynne LLP, 1331 NW Lovejoy Street, Suite 900, Portland, Oregon 97209. The principal place of business address of the Corporation is 1455 NW Irving Street, Suite 200, Portland, Oregon 97209.

**ARTICLE 5.
AUTHORIZATION TO PURCHASE SHARES AND REDEEM STOCK**

The Corporation is authorized to purchase shares of common stock from present and former employees, consultants and directors pursuant to the arrangements approved by the Board and to redeem shares of the Series A Stock or Series B Stock pursuant to Article 2 hereof without taking into account the preferential liquidation rights of holders of the Series A Stock and Series B Stock set forth in Article 2 when applying the provisions of the Act to determine the lawfulness of any such purchase or redemption.

**ARTICLE 6.
NO LIABILITY FOR DIRECTORS**

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for conduct as a director; provided that this Article 6 shall not eliminate the liability of a director for any act or omission for which such elimination of liability is not permitted under the Act. No amendment to the Act that further limits the acts or omissions for which elimination of liability is permitted shall affect the liability of a director for any act or omission that occurs prior to the effective date of such amendment.

**ARTICLE 7.
MAJORITY SHAREHOLDER VOTING BY WRITTEN CONSENT**

Action required or permitted by the Act to be taken at a shareholders' meeting may be taken without a meeting, if the action is taken pursuant to written consent by shareholders having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shareholders entitled to vote on the action were present and voted.

**ARTICLE 8.
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

A. **Indemnification.** The Corporation shall indemnify to the fullest extent not prohibited by law any Person who was or is a party or is threatened to be made a party to any Proceeding against all expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the Person in connection with such Proceeding. Notwithstanding the foregoing, the Corporation shall not indemnify any Person from or on account of acts or omissions of such Person of a type for which liability could not be eliminated for a director under ORS 60.047(2)(d).

B. **Advancement of Expenses.** Expenses incurred by a Person in defending a Proceeding shall in all cases be paid by the Corporation in advance of the final disposition of such Proceeding at the written request of such Person, if the Person:

1. furnishes the Corporation a written affirmation of the Person's good faith belief that such Person has met the standard of conduct described in the Act or is entitled to be indemnified by the Corporation under any other indemnification rights granted by the Corporation to such Person; and

2. furnishes the Corporation a written undertaking to repay such advance to the extent it is ultimately determined by a court that such Person is not entitled to be indemnified by the Corporation under this Article 8 or under any other indemnification rights granted by the Corporation to such Person.

Such advances shall be made without regard to the Person's ability to repay such advances and without regard to the Person's ultimate entitlement to indemnification under this Article 8 or otherwise.

C. **Definitions.**

1. The term "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether brought in the right of the Corporation or otherwise and whether of a civil, criminal, administrative, or investigative nature, in which an individual may be or may have been involved as a party or otherwise by reason of the fact that the individual is or was a director or officer of the Corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Corporation, or is or was serving at the request of the Corporation as a director, officer, or fiduciary of an employee benefit plan of another Corporation, partnership, joint venture, trust, or other enterprise, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification or advancement of expenses can be provided under this Article 8.

2. The term "Person" means any individual serving in a capacity described above in the definition of Proceeding.

D. **Non-Exclusivity and Continuity of Rights.** This Article 8: (i) shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, agreement, general or specific action of the Board, vote of shareholders or otherwise, both as to action in the official capacity of the Person indemnified and as to action in another capacity while holding office, (ii) shall continue as to a Person who has ceased to be a director or officer, (iii) shall inure to the benefit of the heirs, executors, and administrators of such Person, and (iv) shall extend to all claims for indemnification or advancement of expenses made after the adoption of this Article 8.

E. **Amendments.** Any repeal of this Article 8 shall only be prospective and no repeal or modification of these Articles shall adversely affect the rights under this Article 8 in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any Proceeding.

Dated: September 30, 2019



1715

Corporation/Limited Liability Company - Information Change

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - sos.oregon.gov/business - Phone: (503) 986-2200
Please Type or Print Legibly in Black ink. Attach Additional Sheet if Necessary. Fax: (503) 378-4381

REGISTRY NUMBER: 694720-91

ENTITY TYPE: DOMESTIC FOREIGN

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

1. NAME OF CORPORATION OR LIMITED LIABILITY COMPANY:

Mass Ingenuity Inc.

2. BUSINESS ACTIVITY

business management consulting firm

3. PRINCIPAL PLACE OF BUSINESS: (Street Address)

1455 NW Irving Street Suite 200

Portland, OR 97209

4. THE REGISTERED AGENT HAS BEEN CHANGED TO:

AW Services, Inc.

5. REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS:

Must be an Oregon Street Address, which is identical to the registered agent's office.

1331 NW Lovejoy Street Suite 900

Portland, OR 97209

Complete only the sections that you are updating.

6. ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

1331 NW Lovejoy Street Suite 900

Portland, OR 97209

7. THE NEW REGISTERED AGENT HAS CONSENTED TO THIS APPOINTMENT.

8. THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.

The entity has been notified in writing of this change.

9. INDIVIDUAL WITH DIRECT KNOWLEDGE (Names and Addresses) List the name and address of at least one individual who is a director, or controlling shareholder of the corporation (member or manager of the LLC) or an authorized representative with direct knowledge of the operations and business activities of the corporation or LLC.

Aaron Howard

1455 NW Irving Street Suite 200

Portland, OR 97209

10. NAME(S) AND ADDRESS(ES) OF CORPORATE OFFICERS OR LLC MEMBERS/MANAGERS

Corporations list the name and address of one President and one Secretary (ORS 60.787, ORS 65.787, ORS 62.455, ORS 554.315). Limited Liability Companies list the name and addresses of the managers for a manager-managed limited liability company or the name and address of at least one member for a member-managed limited liability company (ORS 63.787). Please attach a separate sheet of paper if needed. If making changes to this section, list all current names and addresses. This replaces what is currently on the record.

PRESIDENT OR OWNER(S) (MEMBERS): (Names and Addresses)

Aaron Howard

1455 NW Irving Street Suite 200

Portland, OR 97209

SECRETARY OR MANAGER(S): (Names and Addresses)

Kathryn Sterner

1455 NW Irving Street Suite 200

Portland, OR 97209

11. EXECUTION: I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

SIGNATURE:

[Handwritten Signature]

PRINTED NAME:

Aaron Howard

TITLE:

President

CONTACT NAME: (To resolve questions with this filing)

Brenda Ayers

PHONE NUMBER: (Include area code)

503-226-1191

FEES

No Processing Fee

Free copies are available at sos.oregon.gov/business using the Business Name Search program.

Information Change 12/17