

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656625

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DiCentral Corporation		12/27/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DiCentral Corporation		
<b>Street Address:</b>	1199 NASA Parkway		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77058		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6285736	SMARTTURN	
<b>Serial Number:</b>	88002996	IDEAL METHODOLOGY	
<b>Registration Number:</b>	4703310	DISUPPLY	
<b>Registration Number:</b>	4107806	DI	
<b>Registration Number:</b>	4107663	DICENTRAL	
<b>Registration Number:</b>	3364856	DICENTRAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8322018247		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	8662012030		
<b>Email:</b>	rduff@nls.law		
<b>Correspondent Name:</b>	Renee L. Duff		
<b>Address Line 1:</b>	Nolte Lackenbach Siegel		
<b>Address Line 2:</b>	One Chase Road		
<b>Address Line 4:</b>	Scarsdale, NEW YORK 10583		
<b>ATTORNEY DOCKET NUMBER:</b>	DICEN		
<b>NAME OF SUBMITTER:</b>	Renee L. Duff		
<b>SIGNATURE:</b>	/RLD/		
<b>DATE SIGNED:</b>	06/29/2021		

OP \$165.00 6285736



source=2017 - Delaware Certificate of Conversion and Certificate of Incorporation\_DiCentral Corporation (DE)#page27.tif

source=2017 - Texas Certificate of Conversion (to Delaware Corp.)\_DiCentral Corporation (TX)#page1.tif

source=2017 - Texas Certificate of Conversion (to Delaware Corp.)\_DiCentral Corporation (TX)#page2.tif

source=2017 - Texas Certificate of Conversion (to Delaware Corp.)\_DiCentral Corporation (TX)#page3.tif

# Delaware


The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A TEXAS CORPORATION UNDER THE NAME OF "DICENTRAL CORPORATION" TO A DELAWARE CORPORATION, FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2017, AT 2:41 O`CLOCK P.M.*

*A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.*



  
Jeffrey W. Bullock, Secretary of State

6681613 8100F  
SR# 20177794846

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

Authentication: 203846628  
Date: 12-28-17

**TRADEMARK**  
**REEL: 007338 FRAME: 0793**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:41 PM 12/27/2017  
FILED 02:41 PM 12/27/2017  
SR 20177794846 - File Number 6681613

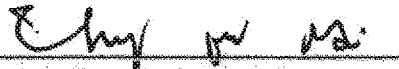
**STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A NON-DELAWARE CORPORATION  
TO A DELAWARE CORPORATION  
PURSUANT TO SECTION 265 OF THE  
DELAWARE GENERAL CORPORATION LAW**

**OF**

**DICENTRAL CORPORATION**

1. The date on which and jurisdiction where the Non-Delaware Corporation was first formed is May 30, 2000, in Texas.
2. The name and type of entity of the Non-Delaware Corporation immediately prior to filing this Certificate is DiCentral Corporation, a Texas corporation.
3. The name of the Corporation as set forth in its Certificate of Incorporation filed simultaneously with this Certificate is DiCentral Corporation.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Non-Delaware Corporation has executed this Certificate on the 27th day of December, 2017.

By:   
Name: Thuy Mai  
Title: CEO

# 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 "DICENTRAL CORPORATION" FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2017, AT 2:41 O`CLOCK P.M.

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



  
Jeffrey W. Bullock, Secretary of State

6681613 8100F  
SR# 20177794846

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

Authentication: 203846628  
Date: 12-28-17

**TRADEMARK**  
**REEL: 007338 FRAME: 0795**

## CERTIFICATE OF INCORPORATION

OF

### DICENTRAL CORPORATION

DiCentral Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: The original Articles of Incorporation of the Corporation (as subsequently amended, the "Previous Articles") were filed with the Secretary of State of Texas on May 30, 2000 under the name "DiCentral Corporation". The Previous Articles were amended pursuant to Articles of Amendment filed with the Secretary of State of Texas on May 5, 2003 and Articles of Amendment filed with the Secretary of State of Texas on December 11, 2006, and amended and restated pursuant to an Amended and Restated Certificate of Formation filed with the Secretary of State of Texas on September 30, 2016.

SECOND: The Corporation converted from a Texas corporation to a Delaware corporation pursuant to a Certificate of Conversion from a Non-Delaware Corporation to a Delaware Corporation filed with the Secretary of State of Delaware on December 27, 2017 in accordance with Section 265 of the General Corporation Law of the State of Delaware.

THIRD: The Certificate of Incorporation of the Corporation in the form attached hereto as Exhibit A has been duly adopted by the directors and stockholders of the Corporation in accordance with the provisions of Sections 245 and 242 of the General Corporation Law of the State of Delaware and the Previous Articles and the Bylaws of the Corporation.

FOURTH: The Certificate of Incorporation so adopted reads in full as set forth in Exhibit A attached hereto and is hereby incorporated herein by this reference.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be duly signed by the Chief Executive Officer of the Corporation this 27th day of December, 2017.

DICENTRAL CORPORATION

By: Thuy Mai  
Thuy Mai  
Chief Executive Officer



**EXHIBIT A**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**DICENTRAL CORPORATION**

**ARTICLE I**

The name of the Corporation is DiCentral Corporation.

**ARTICLE II**

The address of the Corporation's registered office in the State of Delaware is CT System The Corporation Trust Company; Corporation Trust Center; 1209 Orange Street; Wilmington, Delaware 19801. The name of its registered agent at such address is CT System.

**ARTICLE III**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**ARTICLE IV**

The total number of shares of capital stock that the Corporation shall have authority to issue is 35,000,000 of which (i) 2,377,179 shares shall be designated as preferred stock, par value \$0.01 per share (the "Preferred Stock"), and (ii) 32,622,821 shares shall be a class of common stock, par value \$0.01 per share (the "Common Stock").

The voting powers, designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of each class of capital stock of the Corporation, shall be as provided in this Article IV.

**A. PREFERRED STOCK**

1. Voting.

(a) Election of Directors. The holders of outstanding shares of Preferred Stock shall, voting together as a separate class, be entitled to elect one (1) director of the Corporation (the "Preferred Director"). The Preferred Director shall be elected by the affirmative vote of a majority of the outstanding shares of Preferred Stock, with votes withheld having no legal effect. The holders of outstanding shares of Preferred Stock shall, voting together as a separate class, be entitled to remove any Preferred Director, with or without cause. The election and removal of such Preferred Director shall occur (i) at the annual meeting of holders of capital stock, (ii) at any special meeting of holders of capital stock, (iii) at any special

meeting of holders of Preferred Stock called by holders of a majority of the outstanding shares of Preferred Stock or (iv) by the written consent of holders of the outstanding shares of Preferred Stock entitled to vote for such Preferred Directors in the manner and on the basis specified above. If at any time when any share of Preferred Stock is outstanding any such Preferred Director ceases to be a director for any reason, the vacancy shall only be filled by the vote or written consent of the holders of a majority of the outstanding shares of Preferred Stock, voting together as a separate class, in the manner and on the basis specified above or as otherwise provided by law. The holders of outstanding shares of Preferred Stock shall also be entitled to vote in the election of all other directors of the Corporation (other than the Common Directors) together with holders of all other shares of the Corporation's outstanding capital stock entitled to vote thereon, voting as a single class, with each outstanding share of Preferred Stock entitled to the number of votes specified in Section A.1(b). The holders of outstanding shares of Preferred Stock may, in their discretion, determine not to elect a Preferred Director as provided herein from time to time, and during any such period the Board of Directors nonetheless shall be deemed duly constituted.

(b) Voting Generally. Each outstanding share of Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which such share of Preferred Stock is then convertible pursuant to Section A.5 hereof as of the record date for the vote or written consent of stockholders, as applicable. Each holder of outstanding shares of Preferred Stock shall be entitled to notice of any stockholders meeting in accordance with the by-laws of the Corporation and shall vote with holders of the Preferred Stock and holders of the Common Stock, voting together as a single class, upon all matters submitted to a vote of all stockholders, except those matters required to be submitted to a class or series vote pursuant to the terms hereof (including Section A.7) or by law.

2. Dividends. The holders of shares of Preferred Stock shall be entitled to receive, out of funds legally available therefor, cumulative dividends (the "Preferred Dividends") at the per share rate of 4.0% of the Preferred Original Issue Price (as defined below) per annum (as adjusted for subsequent stock dividends, stock splits, combinations, recapitalizations or the like with respect to such share) from the date of original issuance of such share (the "Closing Date"), which dividends shall accrue daily in arrears. Such dividends shall be paid upon liquidation, redemption or conversion of the Preferred Stock as set forth in Sections A.3, A.4 and A.5 below. The Board of Directors shall declare, and the Corporation shall pay, such Preferred Dividends to the holders of outstanding shares of Preferred Stock quarterly in arrears not later than the last Business Day of each month of March, June, September and December, except to the extent (i) funds are not legally available therefor, or (ii) such Preferred Dividends have been deferred pursuant to Section 7.7 of the Stockholders Agreement; provided, that for the avoidance of doubt, the Preferred Dividends shall accrue daily in arrears, whether or not such dividends are declared by the Board of Directors or paid.

3. Liquidation; Merger, etc.

(a) Preferred Liquidation Preference. Upon any liquidation, dissolution or winding up of the Corporation and its subsidiaries, whether voluntary or involuntary (a "Liquidation Event"), each holder of outstanding shares of Preferred Stock shall be entitled to be paid in cash, before any amount is paid or distributed to the holders of any Preferred Junior

Securities (as defined below), an amount per share of Preferred Stock equal to \$6.31 (such amount to be adjusted appropriately for stock splits, stock dividends, recapitalizations and the like) (the “Preferred Original Issue Price”) plus any accrued or declared but unpaid dividends on such shares of Preferred Stock (the Preferred Original Issue Price plus such accrued or declared dividends are referred to herein as the “Preferred Preference Amount”). If the amounts available for distribution by the Corporation to holders of Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Preferred Preference Amount due to such holders, (i) such holders shall share ratably in any distribution in connection with such Liquidation Event in proportion to the full respective preferential amounts to which they are entitled, and (ii) the aggregate accrued or declared but unpaid dividends on such shares of Preferred Stock shall be deemed to be payable prior to the aggregate Preferred Original Issue Price.

The provisions of this Section A.3 shall not in any way limit the right of the holders of Preferred Stock to elect to convert their shares of Preferred Stock into shares of Common Stock pursuant to Section A.5 prior to or in connection with any Liquidation Event.

(b) Remaining Assets. In the event of any Liquidation Event, after the payment of all Preferred Preference Amounts to which the holders of Preferred Stock are entitled with respect to the distribution of assets in connection with such Liquidation Event, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of the shares of Preferred Stock and Common Stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of the Certificate of Incorporation immediately prior to such Liquidation Event. The aggregate amount which a holder of a share of Preferred Stock is entitled to receive under Section A.3(a) and Section A.3(b) is hereinafter referred to as the “Preferred Liquidation Amount.”

(c) Amount Payable in Mergers, etc. The holders of not less than a majority of the voting power of the outstanding shares of Preferred Stock (a “Preferred Majority Interest”) may elect to have treated as a Liquidation Event: (i) any merger or consolidation of the Corporation into or with another corporation (except one in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the capital stock of the surviving corporation) (a “Change of Control Transaction”) or (ii) any sale of all or substantially all of the assets of the Corporation. If such election is made, all consideration payable to the stockholders of the Corporation in connection with any such merger or consolidation, or all consideration payable to the Corporation and distributable to its stockholders, together with all other available assets of the Corporation (net of obligations owed by the Corporation that are senior to the Preferred Stock), in connection with any such asset sale, shall be, as applicable, paid by the purchaser to the holders of, or distributed by the Corporation in redemption (out of funds legally available therefor) of, the Preferred Stock and any Preferred Junior Securities in accordance with the preferences and priorities set forth in Section A.3(a) and Section A.3(b) above and Section B.3 and Section C.3 below, with such preferences and priorities specifically intended to be applicable in any such merger or consolidation, asset sale, as if such transaction were a Liquidation Event. In furtherance of the foregoing, the Corporation shall take such actions as are necessary to give effect to the provisions of this Section A.3(c), including without limitation, (i) in the case of a merger or consolidation, causing the definitive agreement relating to such merger or

consolidation to provide for a rate at which the shares of Preferred Stock are converted into or exchanged for cash, new securities or other property which gives effect to the preferences and priorities set forth in Section A.3(a) and Section A.3(b) above, or (ii) in the case of an asset sale, redeeming the Preferred Stock. The Corporation shall promptly provide to the holders of shares of Preferred Stock such information concerning the terms of such merger, consolidation or asset sale, and the value of the assets of the Corporation as may reasonably be requested by the holders of Preferred Stock. The amount deemed distributed to the holders of Preferred Stock upon any such transaction shall be the cash or the value of the property, rights or securities distributed to such holders by the Corporation or the acquiring person, firm or other entity, as applicable.

(d) Allocation of Escrow and Contingent Consideration. For the avoidance of doubt, in the event of the consummation of a transaction described in Section A.3(c) above which a Preferred Majority Interest elects to treat as a Liquidation Event (a “Deemed Liquidation Event”), if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the “Additional Consideration”), the agreement or plan of merger or consolidation for such transaction shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the “Initial Consideration”) shall be allocated among the holders of capital stock of the Corporation in accordance with Sections A.3(a) and (b), Section B.3 and Section C.3 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Sections A.3(a) and (b), Section B.3 and Section C.3 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Sections A.3(d), consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

(e) Valuation of Securities or Other Non-Cash Consideration. For purposes of valuing any securities or other noncash consideration to be delivered to the holders of the Preferred Stock in connection with any transaction to which Section A.4(c) or Section A.4(d) is applicable, the following shall apply:

(i) If any such securities are traded on a nationally recognized securities exchange or inter dealer quotation system, the value shall be deemed to be the average of the closing prices of such securities on such exchange or system over the 30 day period ending three (3) business days prior to the closing;

(ii) If any such securities are traded over-the-counter, the value shall be deemed to be the average of the closing bid prices of such securities over the 30 day period ending three (3) business days prior to the closing; and

(iii) If there is no active public market for such securities or other noncash consideration, the value shall be the fair market value thereof, as mutually determined in good faith by the Corporation and the holders of a Preferred Majority Interest; provided, that if the Corporation and the holders of a Preferred Majority Interest are unable to reach agreement,

then by independent appraisal by a mutually agreed investment banker, the fees of which shall be paid by the Corporation.

#### 4. Redemption.

(a) Optional Redemption. Subject to Section 7.8 of the Stockholders Agreement, at any time on or after the date that is sixty-six (66) months following the Filing Date, the holder(s) of not less than a Preferred Majority Interest may elect to have all (but not less than all) of the outstanding shares of Preferred Stock redeemed. In such event, (i) the Corporation shall redeem all of the outstanding shares of Preferred Stock, with 1/3 of such shares being redeemed by the Corporation on each of the Initial Preferred Redemption Date (as defined below), the first (1st) anniversary of the Initial Preferred Redemption Date, and the second (2nd) anniversary of the Initial Preferred Redemption Date, in each case out of funds legally available therefor, for an amount per share of Preferred Stock equal to the Redemption Price specified in Section A.4(b). Any election by a Preferred Majority Interest pursuant to this Section A.4(a) shall be made by written notice (a "Redemption Notice") to the Corporation and the other holders of Preferred Stock at least sixty (60) days prior to the elected redemption date. Upon such election, all holders of Preferred Stock shall be deemed to have elected to have their shares of Preferred Stock redeemed pursuant to this Section A.4(a) and such election shall bind all holders of Preferred Stock. Each holder of shares of Preferred Stock shall have the right to elect to give effect to the conversion rights contained in Section A.5(a) instead of giving effect to the provisions contained in this Section A.4(a) with respect to the shares of Preferred Stock held by such holder.

(b) Redemption Price and Date. The redemption price for each share of Preferred Stock redeemed or acquired pursuant to this Section A.4 (the "Redemption Price") shall be the greater of (i) the Preferred Preference Amount, and (ii) the Calculated Redemption Price (as defined below); provided, however, that if at any applicable redemption date shares of Preferred Stock are unable to be redeemed, then the holders of Preferred Stock shall also be entitled to interest and dividends pursuant to Sections A.4(d) and (e). During the Agreement Period (as defined below), the Corporation and the holders of the Preferred Stock shall negotiate in good faith to reach agreement upon the Redemption Price. In the event that the Corporation and a Preferred Majority Interest cannot agree upon the Redemption Price during the Agreement Period, then the holders of Preferred Stock and the Corporation shall engage an independent valuation firm of national reputation acceptable to the Corporation and a Preferred Majority Interest (the "Independent Appraiser"), which Independent Appraiser shall calculate the Redemption Price in accordance with the terms of this Certificate of Incorporation and submit its calculation to the Corporation and the holders of Preferred Stock. The Independent Appraiser's calculation of the Redemption Price will be conclusive and binding upon the Corporation and the stockholders. The Independent Appraiser (if selected), shall be directed to calculate the Redemption Price as soon as practicable, but in no event later than twenty (20) days from the date of its selection. The costs and expenses of the Independent Appraiser will be paid by the Corporation. The aggregate Redemption Price shall be payable in immediately available funds by certified check or wire transfer to the respective holders of the Preferred Stock in three equal installments (subject to Section A.4(c)). The first such installment of the aggregate Redemption Price shall be paid within ten (10) Business Days following determination of the Redemption Price (the date of such payment shall be referred to herein as the "Initial Preferred Redemption

Date”), the second such installment of the aggregate Redemption Price shall be paid on the first (1st) anniversary of the Initial Preferred Redemption Date, and the third such installment of the aggregate Redemption Price shall be paid on the second (2nd) anniversary of the Initial Preferred Redemption Date. Upon any redemption of the Preferred Stock as provided herein, holders of fractional shares shall receive proportionate amounts in respect thereof. Until the aggregate Redemption Price has been paid for all shares of Preferred Stock being redeemed or purchased: (A) no dividend whatsoever shall be paid or declared, and no distribution shall be made, on any Preferred Junior Securities; and (B) except as permitted by Section A.7, no shares of capital stock of the Corporation (other than the Preferred Stock in accordance with this Section A.4) shall be purchased, redeemed or acquired by the Corporation and no monies shall be paid into or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof.

(c) Insufficient Funds. If the funds of the Corporation legally available to redeem shares of Preferred Stock on the applicable redemption date are insufficient to redeem the total number of such shares required to be redeemed on such date, the Corporation shall (i) take any commercially reasonable action necessary or appropriate, to the extent reasonably within its control, to remove promptly any impediments to its ability to redeem the total number of shares of Preferred Stock required to be so redeemed, including (A) to the extent permissible under applicable law, reducing the stated capital of the Corporation or causing a revaluation of the assets of the Corporation under Section 154 of the General Corporation Law of the State of Delaware to create sufficient surplus to make such redemption and (B) incurring indebtedness on commercially reasonable terms necessary that does not create surplus under Delaware law to make such redemption, *provided however* that the Corporation shall not be required to sell assets outside the ordinary course of business, issue additional equity or borrow funds on above-market terms, and (ii) in any event, use any funds legally available to redeem the maximum possible number of such shares from the holders of such shares to be redeemed in proportion to the respective number of such shares that otherwise would have been redeemed if all such shares had been redeemed in full. At any time thereafter when additional funds of the Corporation are legally available to redeem such shares of Preferred Stock, the Corporation shall immediately use such funds to redeem the balance of the shares that the Corporation became obligated to redeem on the applicable redemption date (but that it has not yet redeemed) at the Redemption Price.

(d) Interest. If any shares of Preferred Stock are not redeemed on the applicable redemption date for any reason, all such unredeemed shares shall remain outstanding and entitled to all the rights and preferences provided herein, and the Corporation shall pay interest on the Redemption Price and any dividend accruing after the redemption date applicable to such unredeemed shares at an aggregate per annum rate equal to six percent (6%), with such interest to accrue daily in arrears and to be compounded quarterly; provided that in no event shall such interest exceed the maximum permitted rate of interest under applicable law; provided, that the Corporation shall make all filings necessary to raise such rate to the maximum permitted rate of interest under applicable law (the “Maximum Permitted Rate”). In the event that fulfillment of any provision hereof results in such rate of interest being in excess of the Maximum Permitted Rate, the amount of interest required to be paid hereunder shall automatically be reduced to eliminate such excess; provided, that any subsequent increase in the Maximum Permitted Rate shall be retroactively effective to the applicable redemption date to the extent permitted by law.

(e) Dividend After Redemption Date. In the event that shares of Preferred Stock required to be redeemed are not redeemed and continue to be outstanding, such shares shall continue to be entitled to dividends thereon as provided in Section A.2 until the date on which the Corporation actually redeems such shares.

(f) Surrender of Certificates. Each holder of shares of Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or, in the event the certificate or certificates are lost, stolen or missing, shall deliver an affidavit of loss, at the principal executive office of the Corporation or such other place as the Corporation may from time to time designate by notice to the holders of Preferred Stock, and each surrendered certificate shall be canceled and retired and the Corporation shall thereafter make payment of the applicable Redemption Price in immediately available funds by certified check or wire transfer; provided, that if the Corporation has insufficient funds legally available to redeem all shares of Preferred Stock required to be redeemed, each such holder shall, in addition to receiving the payment of the portion of the aggregate Redemption Price that the Corporation is not legally prohibited from paying to such holder by certified check or wire transfer, receive a new stock certificate for those shares of Preferred Stock not so redeemed.

5. Conversion. The holders of Preferred Stock shall have the following conversion rights:

(a) Voluntary Conversion. Upon the written election of a Preferred Majority Interest and without payment of any additional consideration, all (but not less than all) of the outstanding shares of Preferred Stock shall be converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Preferred Original Issue Price for each such share plus any accrued or declared but unpaid dividends on each such share by the Preferred Conversion Price at the time in effect for such Preferred Stock (the "Preferred Conversion Rate"). Upon such election, all holders of the Preferred Stock shall be deemed to have elected to voluntarily convert all outstanding shares of Preferred Stock into shares of Common Stock pursuant to this Section A.5(a) and such election shall bind all holders of Preferred Stock. Each holder of a share of Preferred Stock shall be entitled at any time, upon the written election of such holder without the payment of any additional consideration, to convert any such share of Preferred Stock into such number of fully-paid and nonassessable shares of Common Stock at the Preferred Conversion Rate. The initial "Preferred Conversion Price" per share for shares of Preferred Stock shall be an amount equal to \$6.31, subject to adjustment as set forth in Section A.6. Such conversion may occur at any time after the date of issuance of such shares of Preferred Stock.

(b) Procedure for Conversion. Upon election to convert pursuant to Section A.5(a), the relevant holder or holders of Preferred Stock shall surrender the certificate or certificates representing the Preferred Stock being converted to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or if lost shall deliver an affidavit of loss to the Corporation, at its principal executive office or such other place as the Corporation may from time to time designate by notice to the holders of the Preferred Stock. Upon surrender of such certificate(s) or delivery of an affidavit

of loss, the Corporation shall issue and send by hand delivery, by courier or by first class mail (postage prepaid) to the holder thereof or to such holder's designee, at the address designated by such holder, certificates for the number of shares of Common Stock to which such holder shall be entitled upon conversion. The issuance of certificates for Common Stock upon conversion of Preferred Stock shall be deemed effective as of 9:00 a.m. CST on the date of written notice delivered pursuant to Section A.5(a) and shall be made without charge to the holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issuance of such stock.

(c) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Preferred Stock. If at any time the number of authorized but unissued shares of Common Stock is not sufficient to effect the conversion of all outstanding shares of Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase the number of its authorized but unissued shares of Common Stock to such number of shares as are sufficient for such purpose, and to reserve the appropriate number of shares of Common Stock for issuance upon such conversion.

(d) No Closing of Transfer Books. The Corporation shall not close its books against the transfer of shares of Preferred Stock in any manner that would interfere with the timely conversion of any shares of Preferred Stock.

## 6. Adjustments.

(a) Adjustments to the Preferred Conversion Price. Except as provided in Section A.6(b) and except in the case of an event described in Section A.6(c), if and whenever after the date this Certificate of Incorporation is first filed with the Secretary of State of Delaware (the "Filing Date") the Corporation issues or sells, or is, in accordance with this Section A.6(a), deemed to have issued or sold, any shares of Common Stock for a consideration per share less than the Preferred Conversion Price in effect immediately prior to such issuance or sale, then, upon such issuance or sale (or deemed issuance or sale), the Preferred Conversion Price shall be reduced to the price determined by dividing (x) the sum of (A) the Common Stock Deemed Outstanding (as defined below) immediately prior to such issuance or sale (or deemed issuance or sale) multiplied by the Preferred Conversion Price then in effect and (B) the consideration, if any, received by the Corporation upon such issuance or sale (or deemed issuance or sale) by (y) the Common Stock Deemed Outstanding immediately after such issuance or sale (or deemed issuance or sale).

For purposes of this Section A.6(a), the following shall also be applicable:

(i) Issuance of Rights or Options. If the Corporation, at any time after the Filing Date, in any manner grants (whether directly or by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or any stock or security convertible into or exchangeable for Common Stock (such warrants, rights or options being called "Options" and such convertible or



exchangeable stock or securities being called “Convertible Securities”), in each case for consideration per share (determined as provided in this paragraph and in Section A.6(a)(vi)) less than the Preferred Conversion Price then in effect, whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options, or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon exercise of such Options, shall be deemed to have been issued as of the date of granting of such Options, at a price per share equal to the amount determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issuance or sale of such Convertible Securities and upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock deemed to have been so issued. Except as otherwise provided in Section A.6(a)(iii), no adjustment of the Preferred Conversion Price shall be made upon the actual issuance of such Common Stock or of such Convertible Securities upon exercise of such Options or upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Corporation, at any time after the Filing Date, in any manner issues or sells any Convertible Securities for consideration per share (determined as provided in this paragraph and in Section A.6(a)(vi)) less than the Preferred Conversion Price then in effect, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued as of the date of the issuance or sale of such Convertible Securities, at a price per share equal to the amount determined by dividing (A) the total amount, if any, received or receivable by the Corporation as consideration for the issuance or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (B) the total maximum number of shares of Common Stock deemed to have been so issued; provided, that (1) except as otherwise provided in Section A.6(a)(iii), no adjustment of the Preferred Conversion Price shall be made upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities and (2) if any such issuance or sale of such Convertible Securities is made upon exercise of any Options to purchase any such Convertible Securities, no further adjustment of the Preferred Conversion Price shall be made by reason of such issuance or sale.

(iii) Change in Option Price or Conversion Rate; Termination of Options or Convertible Securities. If a change occurs in (A) the maximum number of shares of Common Stock issuable in connection with any Option referred to in Section A.6(a)(i) or any Convertible Securities referred to in Section A.6(a)(i) or (ii), (B) the purchase price provided for in any Option referred to in Section A.6(a)(i), (C) the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in Section A.6(a)(i) or (ii) or (D) the rate at which Convertible Securities referred to in Section A.6(a)(i) or (ii) are convertible into or exchangeable for Common Stock (in each case, other than in connection with an event described in Section A.6(b)), then the Preferred Conversion Price in effect at the time of

such event shall be adjusted to the Preferred Conversion Price that would have been in effect at such time had such Options or Convertible Securities that remain outstanding provided for such changed maximum number of shares, purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold, but only if as a result of such adjustment the Preferred Conversion Price then in effect is thereby reduced. Upon the termination of any such Option or any such right to convert or exchange such Convertible Securities, the Preferred Conversion Price then in effect hereunder shall be increased to the Preferred Conversion Price that would have been in effect at the time of such termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such termination (i.e., to the extent that fewer than the number of shares of Common Stock deemed to have been issued in connection with such Option or Convertible Securities were actually issued), never been issued or been issued at such higher price, as the case may be.

(iv) Stock Dividends. If the Corporation declares a dividend or makes any other distribution upon any stock of the Corporation payable in Common Stock, Options or Convertible Securities, then any Common Stock, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall be deemed to have been issued or sold without consideration, and the Preferred Conversion Price shall be adjusted pursuant to this Section A.6(a); provided, that if any adjustment is made to the Preferred Conversion Price as a result of the declaration of a dividend and such dividend is not effected, the Preferred Conversion Price shall be appropriately readjusted.

(v) Other Dividends and Distributions. If the Corporation at any time or from time to time after the Filing Date makes or issues, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities or other property of the Corporation other than shares of Common Stock, then and in each such event provision shall be made so that the holders of the outstanding shares of Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable thereupon, the amount of such other securities of the Corporation or the value of such other property that they would have received had the Preferred Stock been converted into Common Stock on the date of such event and had such holders thereafter, during the period from the date of such event to and including the conversion date, retained such securities or other property receivable by them during such period giving application to all adjustments called for during such period under Section A.6 with respect to the rights of the holders of the outstanding shares of Preferred Stock; provided, that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive 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 Preferred Stock had been converted into Common Stock on the date of such event.

(vi) Consideration for Stock. In case any shares of Common Stock are issued or sold, or deemed issued or sold, for cash, the consideration received therefor shall be deemed to be the amount received or to be received by the Corporation therefor (determined with respect to deemed issuances and sales in connection with Options and Convertible Securities in accordance with clause (A) of Section A.6(a)(i) or Section A.6(a)(ii), as appropriate) determined in the manner set forth below in this Section A.6(a)(vi). In case any shares of Common Stock are issued or sold, or deemed issued or sold, for a consideration other than cash, the amount of

the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration received or to be received by the Corporation (determined with respect to deemed issuances and sales in connection with Options and Convertible Securities in accordance with clause (A) of Section A.6(a)(i) or Section A.6(a)(ii), as appropriate) as determined in good faith by the Board of Directors of the Corporation and a Preferred Majority Interest. If any Options are issued in connection with the issuance and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation and a Preferred Majority Interest; provided, that if the Corporation and the holders of a Preferred Majority Interest are unable to reach agreement as to the value of such consideration, then the value thereof shall be determined by an independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

(vii) Record Date. If the Corporation takes a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (B) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(viii) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation; provided, that the disposition of any such shares (other than Excluded Shares (as defined below)) shall be considered an issuance or sale of Common Stock for the purpose of this Section A.6.

(ix) Other Issuances or Sales; Indeterminable Amounts. In calculating any adjustment to the Preferred Conversion Price pursuant to this Section A.6(a): (A) any shares of Common Stock, Options or Convertible Securities issued or sold (or deemed issued or sold pursuant to Section A.6(a)(i) or Section A.6(a)(ii) above) after the Filing Date and prior to the effective date of such adjustment, the issuance or sale (or deemed issuance or sale) of which did not result in any adjustment to the Preferred Conversion Price under this Section A.6(a), shall be deemed to have been issued or sold as part of the issuance or sale (or deemed issuance or sale) giving rise to such adjustment for the same consideration per share as the Corporation received in the issuance or sale (or deemed issuance or sale) giving rise to such adjustment, and (B) any Options or Convertible Securities that provide, as of the effective date of such adjustment, for the issuance upon exercise or conversion thereof of an indeterminable number of shares of Common Stock shall (together with the shares of Common Stock issuable upon exercise or conversion thereof) be disregarded for purposes of the calculation and what shares are deemed to be outstanding; provided, that at such time as a number of shares of Common Stock issuable upon exercise or conversion of such Options or Convertible Securities becomes determinable, then the Preferred Conversion Price shall be adjusted as provided in Section A.6(a)(iii) above.

(x) Common Stock Deemed Outstanding. For purposes of this Section A.6, the term "Common Stock Deemed Outstanding" shall mean, at any time, the sum of (A) the

number of shares of Common Stock outstanding immediately prior to the Filing Date (including for this purpose all shares of Common Stock issuable upon exercise or conversion of any Options or Convertible Securities outstanding immediately prior to the Filing Date), plus (B) the number of shares of Common Stock issued or sold (or deemed issued or sold) after the Filing Date, the issuance or sale of which resulted in an adjustment to the Preferred Conversion Price pursuant to Section A.6(a), plus (C) the number of shares of Common Stock deemed issued or sold pursuant to Section A.6(a)(ix)(A) above; provided, that Common Stock Deemed Outstanding shall not include the Preferred Stock or any shares of Common Stock issuable upon exercise of the Preferred Stock.

(b) Certain Issues of Common Stock Excepted. Anything herein to the contrary notwithstanding, the Corporation shall not be required to make any adjustment of the Preferred Conversion Price in the case of (i) shares of Common Stock upon conversion of shares of Preferred Stock; (ii) up to 1,871,142 (such amount to be appropriately adjusted for stock splits, stock dividends, recapitalizations and the like) shares of Common Stock or options therefor to directors, officers, employees or consultants of the Corporation in connection with their service as directors of the Corporation, their employment by the Corporation or their retention as consultants by the Corporation, in each case authorized by the Board of Directors and issued pursuant to an equity incentive plan of the Corporation approved by the Board of Directors; and (iii) up to 3,208,731 (such amount to be appropriately adjusted for stock splits, stock dividends, recapitalizations and the like) shares of Common Stock or options therefor issued in connection with any acquisition or merger that is approved by the Board of Directors (collectively, "Excluded Shares").

(c) Subdivision or Combination of Common Stock. If the Corporation shall at any time after the Closing Date subdivide its outstanding shares of Common Stock into a greater number of shares (by any stock split, stock dividend or otherwise), then the Preferred Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and, conversely, if the Corporation shall at any time after the Closing Date combine its outstanding shares of Common Stock into a smaller number of shares (by any reverse stock split or otherwise), then the Preferred Conversion Price in effect immediately prior to such combination shall be proportionately increased.

(d) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of a share or shares of Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon the conversion of such share or shares of Preferred Stock, as the case may be, such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such conversion had such reorganization or reclassification not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including, without limitation, provisions for adjustments of the Preferred

Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

(e) Adjustment for Merger or Reorganization, etc. Other than in the event of a Deemed Liquidation Event, (A) upon any merger or consolidation of the Corporation with or into another corporation, any sale of all or substantially all of the assets of the Corporation to another corporation or any Change of Control Transaction each share of Preferred Stock shall thereafter be convertible (or shall be converted into a security that shall be convertible) into the kind and amount of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Preferred Stock would have been entitled upon such merger, consolidation, or asset sale or Change of Control Transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in Section A.6 set forth with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in Section A.6 (including provisions with respect to changes in and other adjustments of the Preferred Conversion Price) shall thereafter be applicable, as nearly as possible, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Preferred Stock and (B) all holders of Preferred Stock shall be deemed to have elected to so participate in such merger, consolidation, asset sale or Change of Control Transaction as provided in this Section A.6(e) and such election shall bind all holders of the Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of a Preferred Majority Interest shall have the right to elect to give effect to the conversion and other rights contained in Section A.5 (or the rights contained in Section A.3, if applicable) instead of giving effect to the provisions contained in this Section A.6(e) with respect to the shares of Preferred Stock owned by them.

## 7. Covenants.

(a) From the Filing Date until the sixth (6<sup>th</sup>) anniversary of the Filing Date, the Corporation shall not, and shall not permit any affiliate or subsidiary of the Corporation (each, a “Subsidiary”) to (in any case, by merger, consolidation, operation of law or otherwise), without first having provided written notice of such proposed action to each holder of outstanding shares of Preferred Stock and having obtained the affirmative vote or written consent of the holders of a Preferred Majority Interest:

(i) terminate the employment of the chief executive officer of the Corporation or Thuy Mai;

(ii) create, incur, or assume any Indebtedness (as defined below) greater than three times (3x) TTM EBITDA (as defined below), excluding operating lines of credit established in the ordinary course of business;

(iii) declare or pay any dividends other than dividends on the Preferred Stock as provided in Section A.2 or make any distributions of cash, property or securities of the Corporation or any of its subsidiaries in respect of its capital stock, or apply any of its assets to the redemption, retirement, purchase or other acquisition of its capital stock, directly or indirectly, through subsidiaries or otherwise, except for (A) dividends or distributions in an

amount less than 50.0% of Available Free Cash Flow (as defined below) on an annual basis; (B) the redemption of Preferred Stock pursuant to and as provided in this Certificate of Incorporation, (C) the repurchase of Excluded Shares described in Section A.6(b) above, or (D) dividends or distributions payable solely in shares of Common Stock;

(iv) change the Corporation's auditor to a firm with less than \$500,000,000 in revenue in the immediately preceding fiscal year;

(v) make any change in accounting treatment or reporting practices, except as required by GAAP (as defined below);

(vi) except for Excluded Related Party Transactions (as defined below), directly or indirectly, enter into any transaction with any Affiliates, employees, managers, officers or equity interest holders, or their respective Affiliates, spouses or children, or employees, managers, officers or equity interest holders that involves the payment or receipt of amounts (in cash or otherwise) greater than \$200,000 per annum on a collective, aggregate basis;

(vii) make or cause to be made any payments in an amount greater than \$20,000 if the Corporation's then available Unrestricted Cash (as defined below) is less than \$200,000; provided, that for purposes of calculating the foregoing \$20,000 limit, all payments to any particular Person or such Person's Affiliates shall be aggregated and calculated as if such payments were a single payment;

(viii) take any action, or allow any Person, including without limitation the Corporation's stockholders or Board of Directors (or similar Persons or groups of Persons with such governing rights and responsibilities), to take any action to dissolve or wind up the Corporation, or make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law applicable to such circumstances, or file any answer admitting or not contesting the allegations of a petition filed against the Corporation in any such proceedings, or seeking or consenting to or acquiescing in the appointment of any trustee, receiver, or liquidator of the Corporation;

(ix) authorize or effect any public offering, Liquidation Event or Extraordinary Transaction (as defined below) (as if the references to "Corporation" in such definitions were instead references to "Subsidiary") or redeem or acquire of any equity interests of the Corporation or of any Subsidiary, other than redemption of the Preferred Stock pursuant to Section A.4;

(x) authorize or effect any business combination or acquisition of any other entity or business, whether through merger, consolidation, acquisition of equity or assets or otherwise,

(xi) amend, alter or repeal (whether by merger, consolidation, operation of law, or otherwise) any provision of, or add any provision to, this Certificate of Incorporation, the bylaws of the Corporation as in effect on the Closing Date or the governing documents of any Subsidiary, in each case if any such amendment, alteration or repeal would

materially adversely affect the holders of the outstanding shares of Preferred Stock (including, without limitation, increasing the total number of shares of Preferred Stock that the Corporation shall have the authority to issue);

(xii) authorize or issue, or obligate itself to issue, any convertible debt or other debt with any equity participation, any securities convertible into or exercisable or exchangeable for any equity securities, or any other capital stock or equity security, in any case ranking senior to or on parity with the Preferred Stock as to liquidation, sale or merger preferences, redemption, or dividend rights, or with any class or special voting rights, or permit any Subsidiary of the Corporation to issue any capital stock, or securities convertible into or exercisable or exchangeable for capital stock or other securities of such Subsidiary, to any person or entity other than the Corporation;

(xiii) reclassify any capital stock in a manner that alters the designations, preferences, powers and/or the relative, participating, optional or other special rights, or the restrictions provided for the benefit of, the Preferred Stock;

(xiv) invest more than 20% of the Corporation's then Available Free Cash Flow in any securities, financial instruments or tradable assets, other than in a money market deposit account, U.S. Treasury securities or other low risk securities to be determined by the Board from time to time;

(xv) take any other action not described in Sections A.7(a)(i)-(xiv) if such action could adversely alter or change the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Preferred Stock; or

(xvi) enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of a Preferred Majority Interest.

(b) Following the sixth (6<sup>th</sup>) anniversary of the Filing Date, the Corporation shall not, and shall not permit any Subsidiary to (in any case, by merger, consolidation, operation of law or otherwise), without first having provided written notice of such proposed action to each holder of outstanding shares of Preferred Stock and having obtained the affirmative vote or written consent of the holders of a Preferred Majority Interest:

(i) except for Excluded Related Party Transactions (as defined below), directly or indirectly, enter into any transaction with any Affiliates, employees, managers, officers or equity interest holders, or their respective Affiliates, spouses or children, or employees, managers, officers or equity interest holders that involves the payment or receipt of amounts (in cash or otherwise) greater than \$200,000 per annum on a collective, aggregate basis;

(ii) authorize or effect any Liquidation Event or any transaction described in clauses (A), (B), (D) or (E) of the definition of "Extraordinary Transaction" set forth below or redeem or acquire of any equity interests of the Corporation or of any Subsidiary, other than redemption of the Preferred Stock pursuant to Section A.4, unless each holder of outstanding shares of Preferred Stock (if any) receives in connection with such transaction an amount per share of Preferred Stock held by such holder not less than the Redemption Price; or

(iii) amend, alter or repeal (whether by merger, consolidation, operation of law, or otherwise) any provision of, or add any provision to, this Certificate of Incorporation, if any such amendment, alteration or repeal would materially adversely affect the holders of the outstanding shares of Preferred Stock in a manner that is disproportionate to the holders of the outstanding Common Stock; provided, that authorizing or issuing any capital stock or equity security ranking senior to or on parity with the Preferred Stock as to liquidation, sale or merger preferences, redemption, or dividend rights, or with any class or special voting rights, shall not, solely by virtue of such authorization or issuance, be deemed to materially adversely affect the holders of the outstanding shares of Preferred Stock.

Further, the Corporation shall not, by amendment of this Certificate of Incorporation (by way of merger, operation of law, or otherwise) or through any Liquidation Event or other reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities, agreement or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation and shall at all times in good faith assist in the carrying out of all the provisions of this Article IV and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Preferred Stock against impairment.

8. Notices; Adjustments.

(a) Liquidation Events, Extraordinary Transactions, Etc. In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event, Extraordinary Transaction, or any public offering of the Corporation's securities becomes reasonably likely to occur, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Preferred Stock at least thirty (30) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event, Extraordinary Transaction, or public offering is expected to become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event. Such notice shall be accompanied by a certificate prepared by the chief financial officer of the Corporation describing in detail (1) the facts of such transaction, (2) the amount(s) per share of Preferred Stock or Common Stock each holder of Preferred Stock would receive under all possible elections, options etc. available to holders of Preferred Stock pursuant to the applicable provisions of this Certificate of Incorporation, and (3) the facts upon which such amounts were determined.

(b) Adjustments; Calculations. Upon the occurrence of each adjustment or readjustment of the Preferred Conversion Price pursuant to Section A.6, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate setting forth in detail (i) such adjustment or readjustment, (ii) the Preferred Conversion Price before and after such adjustment or readjustment, and (iii) the number of shares of Common Stock and the



amount, if any, of other property which at the time would be received upon the conversion of such holder's shares of Preferred Stock. All such calculations shall be made to the nearest cent or to the nearest one hundredth (1/100) of a share as the case may be.

(c) Waiver of Notice. The holder or holders of a Preferred Majority Interest may, at any time upon written notice to the Corporation, waive any notice or certificate delivery provisions specified herein for the benefit of such holders, and any such waiver shall be binding upon all holders of such securities.

9. No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares that the Corporation is authorized to issue.

10. Contractual Rights of Holders. The various provisions set forth herein for the benefit of the holders of the Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, one or more actions for specific performance.

11. Definitions. Capitalized terms not otherwise defined in this Certificate of Incorporation shall have the following meanings:

"Affiliate" with respect to any Person shall mean any Person that is directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, "control" of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise and, in any event and, without limitation of the previous sentence, any Person owning more than twenty percent (20%) or more of the voting securities of another Person shall be deemed to control that Person.

"Agreement Period" shall mean a period of ten (10) days commencing the day after a Redemption Notice is received by the Corporation.

"Appraised Fair Market Value" means the fair market value of a share of Preferred Stock as agreed by the Board of Directors and a Preferred Majority Interest; provided, however, that if the Board of Directors and a Preferred Majority Interest cannot agree on such value during the Agreement Period, the value of a share of Preferred Stock shall be the appraised fair market value of such shares as determined by the Independent Appraiser, assuming the sale of the entire Corporation without application of discounts for lack of marketability (due to the minority interest), restrictions on transfer, or absence of control. Such valuation shall be performed assuming an arm's length transaction between a willing buyer and seller and assuming that the Corporation's total value is distributed to the stockholders upon a Liquidation Event in accordance with Section A.3, Section B.3 and Section C.3.

"Available Free Cash Flow" shall mean, without duplication, for any period of determination, the Corporation's Net Income, less Capital Expenditures, less interest expense, less increases and plus decreases in Net Working Capital and plus non-cash expenditures.

“Business Day” shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Texas are authorized or obligated by law or executive order to close.

“Calculated Redemption Price” means the lower of (i) the Appraised Fair Market Value of a share of Preferred Stock as of the date that the Redemption Notice is delivered to the Corporation, and (ii) the Preferred Liquidation Amount that would be payable in respect of such share of Preferred Stock in connection with a Liquidation Event, assuming that the aggregate consideration available for distribution to the stockholders of the Corporation in connection with such Liquidation Event was equal to (A) four times (4x) the sum of the consolidated revenue of the Corporation and its subsidiaries during the most recently completed twelve calendar months, on a rolling basis, less (B) the aggregate Indebtedness of the Corporation and its subsidiaries.

“Capital Expenditures” shall mean all expenditures that, in accordance with GAAP, would be required to be capitalized and shown on the balance sheet of the Corporation but excluding expenditures made in connection with the replacement, substitution or restoration of assets to the extent financed: (a) from insurance proceeds (or similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored; (b) with awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced; or (c) substantially concurrently with the proceeds from the sale of similar assets.

“EBITDA” shall mean, for any period of determination, the sum of (1) net income (deficit) from operations for such period; plus (2) amounts deducted in computing net income (deficit) for (a) interest expense, (b) foreign, federal, state and local income taxes, and (c) depreciation and amortization; plus (3) losses from the sale of assets outside the Corporation’s (and its subsidiaries’) ordinary course of business; minus (4) gains from the sales of assets outside the Corporation’s (and its subsidiaries’) ordinary course of business; plus (5) other non-recurring or extraordinary expenses or losses for such period; minus (6) any gains or losses pertaining to equity valuations, plus (7) any non-cash expenses or losses and other non-cash charges incurred and reserves established during such period (excluding any non-cash charges representing an accrual of, or reserve for, cash charges to be paid within the next twelve months).

“Excluded Related Party Transactions” shall mean (i) payment of salary and benefits to employees in the ordinary course of business, consistent with past practice, and (ii) the issuance of up to 1,069,577 shares of Common Stock, including Options therefor (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares), issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to an equity incentive plan of the Corporation approved by the Board of Directors, whether issued before or after the Filing Date (provided that any Options for such shares that expire or terminate unexercised or any restricted stock repurchased by the Corporation at cost shall not be counted toward such maximum number unless and until such shares are re-granted as new stock grants (or as new Options) pursuant to the terms of any such plan, agreement or arrangement).

“Extraordinary Transaction” shall mean (A) a merger or consolidation of the Corporation with or into another corporation (with respect to which less than a majority of the outstanding voting power of the surviving or consolidated corporation immediately following such event is

held by Persons who were stockholders of the Corporation immediately prior to such event); (B) the sale, license or transfer of greater than 20% of the properties and assets of the Corporation or its Subsidiaries; (C) the issuance to any Person (or group of affiliated or associated Persons) of beneficial ownership of greater than 20% of the capital stock of the Corporation or any material Subsidiary (whether or not newly-issued shares) in a single transaction or a series of related transactions; (D) the redemption or repurchase of shares representing a majority of the voting power of the outstanding shares of capital stock of the Corporation; or (E) any other change of control of 50% or more of the outstanding voting power of the Corporation.

“GAAP” shall mean generally accepted accounting principles as promulgated by the Financial Accounting Standards Board or any other governing body or boards having jurisdiction, authority or responsibility for promulgating accounting standards in the United States, as in effect from time to time. All references to GAAP shall be deemed to mean GAAP as consistently applied.

“Indebtedness” shall mean all (a) obligations for borrowed money, (b) notes, bonds, debentures, mortgages and similar obligations, (c) capital obligations and leases, (d) guaranties and contingent obligations for the debts or obligations of another Person, (e) obligations to pay the deferred purchase or acquisition price of property or services (including under conditional sale or other title retention agreements), (f) accounts payable or other liabilities not arising in the ordinary course of business, including accounts payable for equipment purchases, or accounts payable that are more than ninety (90) calendar days past their due dates, (g) obligations in respect of letters of credit, bonds, guaranties, reimbursement agreements and similar instruments, (h) obligations in respect of futures contracts, forward contracts, swaps, options or similar arrangements, (i) off balance sheet financing transactions, (j) all obligations under facilities for the discount or sale of receivables and (k) all obligations that are required to be classified as long term liabilities on a balance sheet under GAAP (in each case whether such obligations are contingent or otherwise).

“Net Income (Deficit)” shall mean, for any period, the net income (or deficit) of the Corporation and its subsidiaries, on a consolidated basis, for such period determined in accordance with GAAP, but excluding, in any event: (a) any gains or losses on the sale or other disposition, not in the ordinary course of business, consistent with the past custom and practice, of investments or fixed or capital assets, and any taxes on the excluded gains and any tax deductions or credits on account on any excluded losses; and (b) net earnings of any Person in which the Corporation or its subsidiaries has an ownership interest (other than the ownership interest of the Corporation in its subsidiaries), unless such net earnings shall have actually been received by the Corporation in the form of cash distributions.

“Net Working Capital” shall mean (i) current assets, less cash and cash equivalents, minus (ii) current liabilities (excluding the current portion of any Indebtedness set forth in any of clauses (a)-(e) or (g)-(k) of the definition of Indebtedness), in each case determined in accordance with GAAP.

“Person” shall mean any corporation, partnership, limited liability company, trust, individual, unincorporated organization or a governmental agency or political subdivision thereof, as the context may require.

“Preferred Junior Securities” shall mean the shares of Common Stock, Options, Convertible Securities and any other class or series of capital stock or other equity securities of the Corporation, other than the Preferred Stock.

“Stockholders Agreement” shall mean that certain Stockholders Agreement, dated on or about the Filing Date, by and among the Corporation and the stockholders of the Corporation set forth on the signature pages thereto.

“TTM EBITDA” shall mean the sum of the consolidated EBITDA of the Corporation and its subsidiaries during the most recently completed twelve calendar months, on a rolling basis.

“Unrestricted Cash” shall mean cash and cash equivalents that are not controlled by or subject to any lien, encumbrance or other preferential arrangement in favor of any creditor.

## B. COMMON STOCK

### 1. Voting.

(a) Election of Directors. The holders of outstanding shares of Common Stock shall, voting together as a separate class, be entitled to elect four (4) directors of the Corporation (the “Common Directors”). The Common Directors shall be elected by a plurality vote with the elected candidates receiving the greatest number of affirmative votes (with each holder of Common Stock entitled to cast one vote for a candidate for the directorships reserved for the holders of Common Stock with respect to each share of Common Stock held by such holder) of the outstanding shares of Common Stock, with votes withheld having no legal effect, with votes withheld having no legal effect. The holders of outstanding shares of Common Stock shall, voting together as a separate class, be entitled to remove any Common Director, with or without cause. The election and removal of such Common Director shall occur (i) at the annual meeting of holders of capital stock, (ii) at any special meeting of holders of capital stock, (iii) at any special meeting of holders of Common Stock called by holders of a majority of the outstanding shares of Common Stock or (iv) by the written consent of holders of the outstanding shares of Common Stock entitled to vote for such Common Directors in the manner and on the basis specified above. If at any time when any share of Common Stock is outstanding any such Common Director ceases to be a director for any reason, the vacancy shall only be filled by the vote or written consent of the holders of a majority of the outstanding shares of Common Stock, voting together as a separate class, in the manner and on the basis specified above or as otherwise provided by law. The holders of outstanding shares of Common Stock shall also be entitled to vote in the election of all other directors of the Corporation (other than the Preferred Director) together with holders of all other shares of the Corporation’s outstanding capital stock entitled to vote thereon, voting as a single class, with each outstanding share of Common Stock entitled to one vote. The holders of outstanding shares of Common Stock may, in their discretion, determine not to elect one or more Common Directors as provided herein from time to time, and during any such period the Board of Directors nonetheless shall be deemed duly constituted.

(b) Other Voting. Each holder of a share of Common Stock shall be entitled to one vote for each such share as determined on the record date for the vote or consent of

stockholders and, for so long as any shares of Preferred Stock remain outstanding, shall vote together with the holders of the Preferred Stock as a single class upon any items submitted to a vote of all stockholders, except as otherwise provided herein. Notwithstanding the provisions of Section 242(b)(2) of the Delaware General Corporation Law, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of a majority of the outstanding shares of Common Stock and Preferred Stock, voting together as a single class.

2. Dividends. Subject to the payment in full of all preferential dividends to which the holders of the Preferred Stock are entitled hereunder, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion (subject to Section A.7).

3. Liquidation. Upon any Liquidation Event, after the payment or provision for payment of all debts and liabilities of the Corporation and the payment of all Preferred Preference Amounts to which the holders of Preferred Stock are entitled with respect to the distribution of assets in connection with such Liquidation Event, the holders of Common Stock shall be entitled to share ratably with the holders of the Preferred Stock in the remaining assets of the Corporation available for distribution, as contemplated by Section A.3.

#### **ARTICLE V**

In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of directors need not be by written ballot unless the by-laws of the Corporation so provide.

2. The Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation to the extent specified therein.

#### **ARTICLE VI**

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide.

#### **ARTICLE VII**

To the extent permitted by law, the books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated in the by-laws of the Corporation or from time to time by its Board of Directors.

#### **ARTICLE VIII**

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 of the Corporation, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or that involve intentional misconduct or

a knowing violation of law, (c) under Section 174 of the Delaware General Corporation Law, or (d) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the Filing Date 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 Delaware General Corporation Law.

Any repeal or modification of this Article VIII by the stockholders of the Corporation or by an amendment to the Delaware General Corporation Law shall not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring either before such repeal or modification of a person serving as a director prior to or at the time of such repeal or modification.

#### **ARTICLE IX**

Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if a written consent or consents, setting forth the action so taken, is signed by the holders of shares having not less than the minimum number of votes necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

#### **ARTICLE X**

Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.



## Office of the Secretary of State

### CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

DICENTRAL CORPORATION  
File Number: 158523100

Converting it to

DiCentral Corporation  
File Number: [Entity not of Record, Filing Number Not Available]

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 12/27/2017

Effective: 12/27/2017



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos  
Secretary of State

DEC 27 2017

CERTIFICATE OF CONVERSION  
OF  
DICENTRAL CORPORATION

Corporations Section

Pursuant to the provisions of Section 10.154 of the Texas Business Organizations Code ("*TBOC*"), the undersigned converting entity executes the following Certificate of Conversion on this 27th day of December, 2017.

1. A plan of conversion (the "*Plan of Conversion*") was approved and adopted for the conversion of DiCentral Corporation, a Texas corporation (the "*Converting Entity*"), to DiCentral Corporation, a Delaware corporation (the "*Converted Entity*").

2. The Plan of Conversion is on file at the principal place of business of the Converting Entity at 1199 NASA Parkway, Houston, Texas 77058 and, from and after the conversion, an executed Plan of Conversion will be on file at the principal place of business of the Converted Entity at 1199 NASA Parkway, Houston, Texas 77058.

3. A copy of the Plan of Conversion will be furnished by the Converting Entity (prior to the conversion) or by the Converted Entity (after the conversion) on written request and without cost to any shareholder of the Converting Entity or any member of the Converted Entity.

4. The Plan of Conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the Converting Entity.

5. The Converted Entity will be liable for the payment of all required franchise taxes of the Converting Entity.

[SIGNATURE PAGE FOLLOWS]



The undersigned has duly executed this Certificate of Conversion effective as of the date first written above written.

**CONVERTING ENTITY:**

DiCentral Corporation, a Texas corporation

By: Thuy Mai  
Thuy Mai, CEO

**CONVERTED ENTITY:**

DiCentral Corporation, a Delaware corporation

By: Thuy Mai  
Thuy Mai, CEO