

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iCIMS.com, Inc.		01/03/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	iCIMS, Inc.		
Street Address:	90 Matawan Road		
City:	Matawan		
State/Country:	NEW JERSEY		
Postal Code:	07747		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85329931	ICIMS	
Serial Number:	77432394	TALENT PLATFORM	
Serial Number:	76153114	ICIMS.COM	
CORRESPONDENCE DATA			
Fax Number:	(732)876-0422		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	generalcounsel@icims.com		
Correspondent Name:	iCIMS.com, Inc.		
Address Line 1:	90 Matawan Road		
Address Line 4:	Matawan, NEW JERSEY 07747		
NAME OF SUBMITTER:	Ronald S. Kasner		
Signature:	/Ronald S. Kasner/		
Date:	04/11/2012		

OP \$90.00 85329931

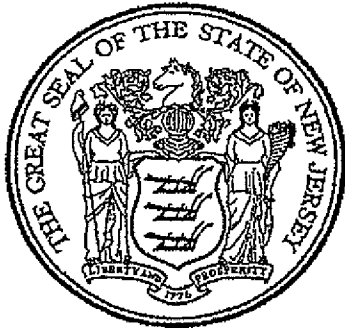
Total Attachments: 27

source=Certificate of Incorporation 2012#page1.tif
source=Certificate of Incorporation 2012#page2.tif
source=Certificate of Incorporation 2012#page3.tif
source=Certificate of Incorporation 2012#page4.tif
source=Certificate of Incorporation 2012#page5.tif
source=Certificate of Incorporation 2012#page6.tif
source=Certificate of Incorporation 2012#page7.tif
source=Certificate of Incorporation 2012#page8.tif
source=Certificate of Incorporation 2012#page9.tif
source=Certificate of Incorporation 2012#page10.tif
source=Certificate of Incorporation 2012#page11.tif
source=Certificate of Incorporation 2012#page12.tif
source=Certificate of Incorporation 2012#page13.tif
source=Certificate of Incorporation 2012#page14.tif
source=Certificate of Incorporation 2012#page15.tif
source=Certificate of Incorporation 2012#page16.tif
source=Certificate of Incorporation 2012#page17.tif
source=Certificate of Incorporation 2012#page18.tif
source=Certificate of Incorporation 2012#page19.tif
source=Certificate of Incorporation 2012#page20.tif
source=Certificate of Incorporation 2012#page21.tif
source=Certificate of Incorporation 2012#page22.tif
source=Certificate of Incorporation 2012#page23.tif
source=Certificate of Incorporation 2012#page24.tif
source=Certificate of Incorporation 2012#page25.tif
source=Certificate of Incorporation 2012#page26.tif
source=Certificate of Incorporation 2012#page27.tif

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

ICIMS, INC.
0100808699

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Restated Certificate of Incorporation
Filed in this office
December 30th, 2011
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*



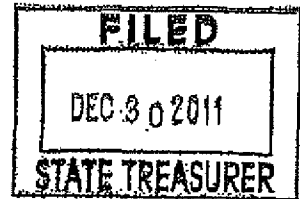
*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
3rd day of January, 2012*

*Andrew P Sidamon-Eristoff
State Treasurer*

Certificate Number: 122595781

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandIngCert/JSP/Verify_Cert.jsp



New Jersey Division of Revenue
Restated Certificate of Incorporation
of
iCIMS.com, Inc.

To: Treasurer, State of New Jersey

Pursuant to the provisions of Section 14A:9-5, Corporations, General, of the New Jersey Statutes, the undersigned corporation hereby executes the following Restated Certificate of Incorporation (this "Certificate of Incorporation"):

1. **Name of Corporation:** iCIMS, Inc.
2. **Purpose:** The purpose(s) for which the corporation (the "Corporation" or the "Company") is organized is to engage in any activity within the purposes for which corporations may be organized under the New Jersey Business Corporation Act, Title 14A of the New Jersey Statutes (the "Act").
3. **Registered Agent:** The address of the Corporation's registered office is 830 Bear Tavern Rd, Ste 305, West Trenton, NJ 08628 and the name of the Corporation's registered agent at such address is Corporation Service Company.
4. **Board of Directors:** The Board of Directors of the Corporation (the "Board of Directors") currently consists of six (6) Directors. The names and addresses of the directors are as follows:

Gwo-Ching Liou

Concord Center Building 1
1301 State Route 36, Suite 102
Hazlet, NJ 07730

Colin Day

Concord Center Building 1
1301 State Route 36, Suite 102
Hazlet, NJ 07730

Stephen Day

Concord Center Building 1
1301 State Route 36, Suite 102
Hazlet, NJ 07730

Sincia Liu

Concord Center Building 1
1301 State Route 36, Suite 102
Hazlet, NJ 07730

Andrew Ferrentino

Concord Center Building 1
1301 State Route 36, Suite 102
Hazlet, NJ 07730

Bradley Sparks

Concord Center Building 1
1301 State Route 36, Suite 102
Hazlet, NJ 07730

The elections and terms of office of all directors of the Corporation shall be determined in accordance with this Certificate of Incorporation and the Corporation's Bylaws.

5. **Authorized Capital.** The aggregate number of shares which the Corporation shall have authority to issue is two hundred million (200,000,000), consisting of one hundred million (100,000,000) shares of Common Stock, without par value per share, of which Two Hundred Ninety-Four Thousand and Two Hundred (294,200) shares are Class A Common Voting Stock without par value and Ninety-Nine Million Seven Hundred Five Thousand Eight Hundred (99,705,800) shares are Class B Common Stock without par value, and one hundred million (100,000,000) shares of Preferred Stock, \$0.0001 par value per share, of which Nine Million Two Hundred Forty-Six Thousand One Hundred Thirty-Four (9,246,134) shares of Preferred Stock, \$0.0001 par value per

share, are designated as Series A Preferred Stock, all of the shares which the Corporation shall have authority to issue being itemized as follows by classes, par value of shares, shares without par value, and series, if any, within a class:

Class	Shares in Class Authorized	Series	Shares in Series Designated	Par Value Per Share
Common Stock	100,000,000			shares are without par value
		Class A Common Voting Stock	294,200	shares are without par value
		Class B Common Stock	99,705,800	shares are without par value
Preferred Stock	100,000,000			\$0.0001
		Series A Preferred Stock	9,246,134	\$0.0001

The relative rights, preferences and limitations of the shares of each class and series, are as follows:

5.1. Common Stock

The voting, redemption, dividend, liquidation and other rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Series A Preferred Stock (the "Series A Preferred").

Prior to the consummation of the Common Conversion Event (as defined herein): (a) the holders of the Class A Common Voting Stock are entitled to one vote for each share of Class A Common Voting Stock held at all meetings of shareholders (and written actions in lieu of meetings) and shall have the right to vote in the election of the Board of Directors and on all other matters requiring shareholder action; (b) the holders of the Class B Common Stock shall have no voting powers, nor shall they be entitled to notice of any meetings, except as otherwise provided by law; and (c) except as to voting rights, the holders of the Class A Common Voting Stock and the holders of the Class B Common Stock shall have, share for share, equal earning, owning, liquidation and other rights and privileges.

Each share of Class A Common Voting Stock (or fractional portion thereof) (i) shall be convertible at any time and from time to time at the option of the Class A Common Voting Stock shareholder thereof into one (1) share of Class B Common Stock (or a corresponding fractional portion thereof) (an "Optional A Common Conversion"), and shall convert automatically into one (1) share of Class B Common Stock (or a corresponding fractional portion thereof) upon such share being transferred to any person which is not a Liou Affiliate (as defined herein) (an "Automatic A Common Conversion"). In order to exercise the conversion privilege in respect of an Optional A Common Conversion, the holder of any shares of Class A Common Voting Stock shall surrender the certificate or certificates for such shares of Class A Common Voting Stock accompanied by the proper instruments of surrender to the Corporation at its principal office, and the certificate(s) for such shares of Class A Common Voting Stock shall also be accompanied by a written notice to the effect that the holder elects to convert such shares of Class A Common Voting Stock and stating the name(s) in which the certificate(s) for shares of Class B Common Stock shall be issued. As

promptly as practicable after the receipt of such notice and the surrender of such shares of Class A Common Voting Stock, the Corporation shall issue and deliver to such holder(s) or to the written order of such holder(s) a certificate(s) for the number of shares of Class B Common Stock issuable upon the conversion of such shares of Class A Common Voting Stock. Such conversion shall be deemed to have been effected on the date on which notice shall have been received by the Corporation and such Class A Common Voting Stock shall have been surrendered as hereinabove provided. Upon an Automatic A Common Conversion, such shares of Class A Common Voting Stock shall automatically convert, with no further act of the holders thereof, into shares of Class B Common Stock, on a one-for-one conversion basis. All shares of Class B Common Stock issued upon the conversion of the Class A Common Voting Stock in accordance with this paragraph or upon a Common Conversion Event shall, upon issuance, be validly issued and non-assessable by the Corporation.

So long as any shares of Class A Common Voting Stock are outstanding, the Corporation shall reserve and keep available out of its duly authorized but unissued stock, for the purpose of effecting the conversion of the Class A Common Voting Stock as herein provided, such number of its duly authorized shares of Class B Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Class A Common Voting Stock.

Upon the earlier of (a) there being no remaining shares outstanding of the Class A Common Voting Stock, (b) the Class A Common Voting Stock and Class B Common Stock held of record by Mr. George Liou ("Liou") and the Liou Affiliates comprising in the aggregate less than fifteen percent (15%) of the capital stock of the Corporation on an as converted basis, or (c) all shares of Series A Preferred being automatically converted to Common Stock upon a Qualified Public Offering or Deemed Liquidation Event (such earlier event, the "Common Conversion Event"), all shares of Class A Common Voting Stock and Class B Common Stock shall automatically convert, with no further act of the holders thereof, into shares of Common Stock with no class distinction, on a one-for-one conversion basis, and the Corporation's capital stock designated as Class A Common Voting Stock and Class B Common Stock shall be automatically eliminated. Following the consummation of the Common Conversion Event, the holders of the Common Stock shall be entitled to one vote for each share of Common Stock held at all meetings of shareholders (and written actions in lieu of meetings) and shall have the right to vote in the election of the Board of Directors and on all other matters requiring shareholder action. For purposes of this Article 5, (i) "Voting Common" means (A) prior to the Common Conversion Event, the Class A Common Voting Stock and (B) from and after the Common Conversion Event, the Common Stock; and (ii) "Liou Affiliate" means any person, entity or firm which, directly or indirectly, is and remains controlled by Liou, or any member of the immediate family of Liou, or any trust or other estate planning vehicle created and remaining for the benefit of Liou, or any member of the immediate family of Liou.

No share or shares of Class A Common Voting 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. The Corporation shall from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of Class A Common Voting Stock accordingly.

5.2. Preferred Stock

Subject to and qualified by the rights of the holders of the Series A Preferred, Preferred Stock may be issued from time to time in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board of Directors (authority to do so being hereby expressly vested in the Board of Directors). The Board of Directors is further authorized, subject to limitations prescribed by law and subject to and qualified by the rights of the holders of the Series A Preferred, to fix by resolution or resolutions the designations, powers, preferences and rights, and the qualifications, limitations or restrictions thereof, of any wholly unissued series of Preferred Stock, including, without limitation, authority to fix by resolution or resolutions the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), redemption price or prices, and liquidation preferences of any such series, and the number of shares constituting any such series and the designation thereof, or any of the foregoing.

Subject to and qualified by the rights of the holders of the Series A Preferred, the Board of Directors is further authorized to increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares of any such series then outstanding) the number of shares of any series, the number of which was fixed by it, subsequent to the issuance of shares of such series then outstanding, subject to the powers, preferences and rights, and the qualifications, limitations and restrictions thereof stated in the Certificate of Incorporation or the resolution of the Board of Directors originally fixing the number of shares of such series. If the number of shares of any series is so decreased, then the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

5.3. Designation of Rights, Preferences, Privileges and Restrictions of Series A Preferred Stock

1. **Definitions.** For purposes of this Section 5.3 of this Article 5, the following definitions shall apply:

(a) **"Accruing Dividends"** means dividends, accruing daily at the Dividend Rate and compounded quarterly, on the sum of the then applicable Liquidation Preference plus the amount of then accrued and unpaid Accruing Dividends.

(b) **"Conversion Price"** shall mean \$3.88 per share for the Series A Preferred (subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(c) **"Convertible Securities"** shall mean any evidences of indebtedness, shares, or other securities convertible into or exchangeable for Common Stock.

(d) **"Distribution"** shall mean (x) the transfer by the Corporation of cash or other property without consideration or for less than fair value, whether by way of dividend or otherwise, other than dividends on a class of Common Stock payable in such class of Common Stock, or (y) the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants

of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase; (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right; and (iii) any other repurchase or redemption of capital stock of the Corporation approved (by vote or written consent) by the holders of a majority of each of the then outstanding shares of Common Voting (acting as a separate class, by vote or written consent) and the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent).

(e) "Dividend Rate" shall mean an annual rate of eight percent (8%).

(f) "Excluded Dividend" shall mean the dividend of working capital surplus, if any, paid following the Original Series A Issue Date to the holders of Common Stock of the Corporation immediately prior to the issuance of the Series A Preferred, if provided for and permitted pursuant to a Series A Preferred Stock Purchase Agreement executed between the Company and the purchasers of Series A Preferred Stock.

(g) "Liquidation Preference" shall mean an amount equal to \$3.88 per share for the Series A Preferred (subject to adjustment from time to time for Recapitalizations, as set forth elsewhere herein).

(h) "Options" shall mean rights, options, or warrants to subscribe for, purchase, or otherwise acquire Common Stock or Convertible Securities.

(i) "Original Issue Price" shall mean \$3.88 per share for the Series A Preferred (subject to adjustment from time to time for Recapitalizations, as set forth elsewhere herein).

(j) "Original Series A Issue Date" shall mean January 3, 2012, regardless of any subsequent issuances or transfers of the Series A Preferred or of certificates evidencing the Series A Preferred.

(k) "Preferred Stock" shall mean the Series A Preferred together with each other series of preferred stock designated by the Corporation from time to time.

(l) "Recapitalization" shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification, or other similar event.

(m) "Series A Director" shall mean any member of the Board of Directors elected to the Board as the result of a Voting Agreement entered into among the holders of Voting Common and Series A Preferred (the "Voting Agreement").

(n) "Series A Preferred" shall mean the Series A Preferred Stock.

2. Dividends.

(a) Series A Preferred.

(i) From and after the Original Series A Issue Date and subject to the following terms, the holders of outstanding shares of Series A Preferred shall be entitled to receive dividends in an amount equal to the then unpaid Accruing Dividends, payable in preference and priority to any declaration or payment of any Distribution on Common Stock, any other series of Preferred Stock or any other class or series of capital stock of the Corporation. The right to receive Accruing Dividends on shares of Series A Preferred at the Dividend Rate shall be cumulative, accruing daily and compounding quarterly, and the right to receive Accruing Dividends shall accumulate to holders of Series A Preferred if dividends on said shares are not declared and paid in any calendar year. Except as provided in Sections 3 and 7 hereof, Accruing Dividends on the shares of Series A Preferred shall only be payable in cash and when, as and if declared by the Board of Directors, out of any assets at the time legally available therefor. No Distributions, other than the Excluded Dividend, shall be made with respect to the Common Stock, any other series of Preferred Stock or any other class or series of capital stock of the Corporation until all dividends at the Dividend Rate on the Series A Preferred have been declared and paid or set aside for payment to the Series A Preferred holders. Payment of dividends, if any, to the holders of the Series A Preferred shall be paid to holders of Series A Preferred on a pro rata, pari passu basis.

(ii) Holders of the Series A Preferred shall also participate pro rata on an as converted basis with respect to dividends, if any (but other than the Excluded Dividend), declared with respect to the Class A Common Voting Stock or Class B Common Stock, and any such dividends paid pro rata to holders of Class A Common Voting Stock or Class B Common Stock and to holders of Series A Preferred on an as converted basis shall not reduce accumulation of Accruing Dividends on the Series A Preferred.

(b) **Non-Cash Distributions.** Whenever a Distribution provided for in this Section 2 shall be payable in property other than cash, the value of such Distribution shall be determined in accordance with Section 3(e).

3. Liquidation Rights.

(a) **Liquidation Preference.** In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the holders of the Series A Preferred shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Class A Common Voting Stock or Class B Common Stock, any other series of Preferred Stock or any other class or series of capital stock of the Corporation, an amount (to the extent available, in cash) per share for each share of Series A Preferred held by them equal to, subject to Section 3(b), the sum of (A) the Liquidation Preference specified for such share of Series A Preferred and (B) all unpaid Accruing Dividends (whether or not declared) and other declared but unpaid dividends (if any) on such share of Series A Preferred. If upon a Liquidation, the assets of the Corporation legally available for distribution to the holders of the Series A Preferred are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(a), then the entire assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among the holders of the Series A Preferred in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a). In the event that any proceeds of a Liquidity Event payable to the holders of the Series A Preferred pursuant to this Section 3(a) are required to be held back pursuant to an escrow arrangement, the extent, if any, to which such proceeds are to be subject to such hold back and, if

so subject to such hold back, the order of distribution from such escrow arrangement shall be in accordance with the priority and preferences of the Series A Preferred.

(b) **Remaining Assets.** After the payment to the holders of Series A Preferred of the full preferential amounts specified above, the entire remaining assets of the Corporation legally available for distribution by the Corporation, if any, shall be distributed with equal priority and pro rata among the holders of the Class A Common Voting Stock and Class B Common Stock in proportion to the number of shares of Common Stock held by them. If the sum of (A) the amount per share of Series A Preferred that such holder of Series A Preferred would have received in a full liquidating distribution had such holder converted such share into Common Stock immediately prior to the Liquidation and (B) all declared but unpaid dividends (if any) on such share of Series A Preferred is greater than the per share Liquidation Preference payable pursuant to the immediately preceding Section 3(a), then the Series A Preferred shall not be paid the Liquidation Preference and in lieu thereof (i) the holders of Series A Preferred shall be paid all declared but unpaid dividends (if any) on such shares of Series A Preferred and (ii) the Series A Preferred shall be converted into Common Stock at the then applicable Conversion Rate and shall share in the distribution pursuant to this Section 3(b).

(c) **Deemed Liquidation Events.** For purposes of this Section 3, a Liquidation shall be deemed to be occasioned by, and to include (each of the following, a "Deemed Liquidation Event"): (i) any sale, lease, transfer, conveyance, exclusive license or other disposition, in one or any series of transactions, by the Corporation or any direct or indirect subsidiary of the Corporation, of all or substantially all of the assets of the Corporation and its direct and indirect subsidiaries taken as a whole; (ii) any sale, transfer, conveyance or other disposition (whether by merger or otherwise) in one or more transactions of one or more direct or indirect subsidiaries of the Corporation if substantially all of the assets of the Corporation and its direct and indirect subsidiaries taken as a whole are held by such subsidiary or subsidiaries; and (iii) any stock acquisition, reorganization, merger or consolidation to which the Corporation is a constituent party, or sale or issuance of any capital stock of the Corporation, in one or more transactions, following which any person or persons who were not the shareholders of the Corporation on the Original Series A Issue Date holds more than fifty percent of the total voting power represented by the voting securities of the Corporation or other surviving entity; provided, however, that the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent) shall be entitled to elect not to treat any such event specified in preceding clause (i), (ii) or (iii) as a Liquidation for purposes of this Section 3, in which case the applicable event shall not be deemed to be a Deemed Liquidation Event. The Corporation shall not have the power to effect a Deemed Liquidation Event unless the sale, merger, transfer or other operative agreement for such transaction, and any applicable plan of merger or consolidation or similar instrument, provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with this Section 3.

(d) **Notice of Liquidity Event.** Written notice of a Liquidation or Deemed Liquidation Event (a "Liquidity Event"), stating a payment date, the estimated amount of the payment pursuant to Section 3(a), and the place where said amounts shall be payable shall be given not less than ten (10) days prior to the payment date stated therein, to each holder of record of Series A Preferred.

(e) **Valuation of Non-Cash Consideration.** If any assets of the Corporation distributed to shareholders in connection with any Liquidity Event are other than cash, then the value of such assets shall be their fair market value determined in accordance with this Section 3(e):

(i) Assets in the form of securities not subject to investment letter or other similar restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be valued as follows:

(A) If the securities are then traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the twenty trading day period ending three trading days prior to the Distribution.

(B) If the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the twenty trading day period ending three trading days prior to the Distribution.

(C) If the securities have no active public market, then the value of the securities shall be the fair market value thereof, as mutually determined by the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent).

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in clause (i) (A), (B) or (C) to reflect the approximate fair market value thereof, as mutually determined by the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent).

(iii) In the case of assets other than cash or securities described in the preceding clauses (i) or (ii), the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent) shall mutually agree upon the value of such assets.

(iv) In the case of preceding clauses (i)(C), (ii) and (iii), in the event the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent) fail to reach agreement upon the fair market value of such assets, either the Board of Directors or the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent) may elect to proceed as follows: a qualified appraisal firm of national reputation selected jointly by a majority of the Board of Directors and the holders of a majority of the outstanding shares of Series A Preferred (in such case, the "Appraiser") shall determine the fair market value of such assets; provided that if a majority of the Board of Directors and the holders of a majority of the outstanding shares of Series A Preferred cannot agree on a mutually acceptable appraisal firm, each

of the Board of Directors, on the one hand, and such holders, on the other hand, shall promptly select one qualified appraisal firm of national reputation, and such appraisal firms shall within five days appoint a mutually acceptable third appraisal firm of national reputation (in such case, the "Appraiser"), which shall determine such fair market value. The determination of the Appraiser shall be final and binding upon the Corporation and the holders of Series A Preferred, and the Corporation shall bear all costs and expenses of the determination of fair market value.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this Section 3(e), "trading day" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "closing prices" or "closing bid prices" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day; and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. **Conversion.** The holders of the Series A Preferred shall have conversion rights as follows:

(a) **Right to Convert.** Each share of Series A Preferred (including those shares of Series A Preferred for which a Redemption Notice (as defined herein) has been delivered to the Corporation but which shares have not yet been redeemed) shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Series A Preferred, into that number of fully-paid, non-assessable shares of Class B Common Stock, or after a Common Conversion Event, into that number of fully-paid, nonassessable shares of Common Stock ("Conversion Stock"), determined by dividing the Original Issue Price by the Conversion Price. (The number of shares of Class B Common Stock or Common Stock, as the case may be, into which each share of Series A Preferred may be converted is hereinafter referred to as the "Conversion Rate" for Series A Preferred.) Upon any decrease or increase in the Conversion Price for Series A Preferred, as described in this Section 4, the Conversion Rate for Series A Preferred shall be appropriately increased or decreased.

(b) **Automatic Conversion.** Each share of Series A Preferred (excluding those shares of Series A Preferred for which a Redemption Notice has been delivered to the Corporation but which shares have not yet been redeemed, unless the holder thereof otherwise elects in writing) shall automatically be converted into fully-paid, non-assessable shares of Conversion Stock, determined by dividing the Original Issue Price by the Conversion Price then in effect (i) immediately prior to the closing of an underwritten firm commitment initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of Common Stock, provided that the offering price per share (prior to underwriter commissions and expenses) is greater than or equal to three (3) times the Original Issue Price and the aggregate gross proceeds to the Corporation are greater than

\$50,000,000 (a "Qualified Public Offering"); or (ii) at such date and time, or upon the occurrence of such event, as specified in a written request for such conversion received by the Corporation from the holders of at least 50% of the Series A Preferred then outstanding (each of the events referred to in (i) and (ii) are referred to herein as an "Automatic Conversion Event").

(c) Mechanics of Conversion.

(i) No fractional shares of Conversion Stock shall be issued upon conversion of Series A Preferred. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Conversion Stock as reasonably determined by the Board of Directors. For such purpose, the shares of Series A Preferred to be converted held by each holder of Series A Preferred shall be aggregated, and any resulting fractional share of Conversion Stock shall be paid in cash. Any holder of Series A Preferred shall be entitled to convert the same into full shares of Conversion Stock, and to receive certificates therefor, upon such holder either (A) surrendering the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred or (B) notifying the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and in the case of clause (A) or (B) giving written notice to the Corporation at such office that such holder elects to convert the same and stating the name(s) in which the certificate(s) for shares of Conversion Stock shall be issued; provided, however, that upon an Automatic Conversion Event, the outstanding shares of Series A Preferred shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Conversion Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Series A Preferred are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of an Automatic Conversion Event, each holder of record of shares of Series A Preferred shall be deemed to be the holder of record of the Conversion Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Series A Preferred shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Series A Preferred, or that the certificates evidencing such shares of Conversion Stock shall not then be actually delivered to such holder.

(ii) The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Series A Preferred, a certificate or certificates for the number of shares of Conversion Common Stock to which such holder shall be entitled as aforesaid and a check payable to such holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Conversion Stock, plus any declared but unpaid dividends on the converted Series A Preferred. Any conversion pursuant to Section 4(a) shall be deemed to have been made immediately prior to the close of business on the date of exercise, and the person or persons entitled to receive the shares of

Conversion Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Conversion Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Series A Preferred for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Series A Preferred shall not be deemed to have converted such Series A Preferred until immediately prior to the closing of such transaction or the occurrence of such event.

(iii) In case the number of shares of Series A Preferred represented by the certificate or certificates surrendered pursuant to Section 4(a) exceeds the number of shares to be converted, the Corporation shall promptly execute and deliver to the applicable holder(s), at the expense of the Corporation, a new certificate or certificates for the number of shares of Series A Preferred represented by the surrendered certificate or certificates that are not to be converted.

(iv) The Corporation shall pay all issue taxes, if any, incurred in respect of the issue of shares of Conversion Stock on any conversion. If a holder of shares surrendered for conversion specifies that the shares of Conversion Stock to be issued on conversion are to be issued in a name or names other than the name or names in which such surrendered shares stand, the Corporation shall not be required to pay any transfer or other taxes incurred by reason of the issuance of such shares of Conversion Stock in the name of another.

(d) **Adjustments to Conversion Price for Diluting Issues.**

(i) **Special Definition.** For purposes of this Section 4(d), "Additional Shares of Common" shall mean all shares of Common Stock issued (or, pursuant to Section 4(d)(iii) below, deemed to be issued) by the Corporation after the Original Series A Issue Date, other than issuances or deemed issuances of (each of the following, an "Exempted Security"):

(1) shares of Conversion Stock issued upon conversion of the Series A Preferred;

(2) up to 2,000,000 shares of Common Stock (as adjusted from time to time for Recapitalizations) issued to employees, consultants, officers, or directors after the Original Series A Issue Date, in accordance with the terms and conditions of the 2010 Stock Plan approved prior to the Original Series A Issue Date, or such additional shares under the 2010 Stock Plan or such plan or plans as are approved by both the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent);

(3) shares of Common Stock issued upon exercise of options, notes, warrants, or other rights to acquire securities of the Corporation that are outstanding as of the Original Series A Issue Date;

(4) shares of Common Stock issued pursuant to a stock split or as a dividend or distribution on the Series A Preferred;

(5) shares of Common Stock issued in a Qualified Public Offering;

(6) shares of Common Stock issued or issuable pursuant to the acquisition of another entity by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such transaction is approved, such approval including without limitation approval of the issuance of such shares, by the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent);

(7) shares of Common Stock issued or issuable to banks, equipment lessors or other lenders or financial institutions, in each case pursuant to a commercial equipment leasing transaction approved (such approval including without limitation approval of the issuance of such shares) by the Board of Directors including the affirmative vote of a Series A Director, all such issuances pursuant to this clause (7) not to exceed an aggregate number of shares representing more than 5% of the total number of shares then outstanding (any shares in excess of such 5% not being Exempted Securities);

(8) the issuance of capital stock or rights to acquire capital stock issued in connection with collaborations, development agreements, or licensing transactions, in each case that are strategic and not primarily of a financial nature, the terms of which are approved (such approval including without limitation approval of the issuance of such shares) by the Board of Directors including the affirmative vote of a Series A Director, all such issuances pursuant to this clause (8) not to exceed an aggregate number of shares representing more than 5% of the total number of shares then outstanding (any shares in excess of such 5% not being Exempted Securities);

(9) shares of Common Stock issued to suppliers of goods or services pursuant to transactions approved (such approval including without limitation approval of the issuance of such shares) by the Board of Directors including the affirmative vote of a Series A Director; and

(10) shares that are otherwise excluded by approval, such approval including without limitation approval of the issuance of such shares, of (i) both the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent), or (ii) the holders of both a majority of the then outstanding shares of Voting Common (acting as a separate class, by vote or written consent) and a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent).

(ii) **No Adjustment of Conversion Price.** No adjustment in the Conversion Price of Series A Preferred shall be made in respect of any particular issuance of Additional Shares of Common Stock if (a) the consideration per share (as determined pursuant to Section 4(d)(v) below) for an Additional Share of Common Stock issued or deemed issued by the Corporation would result in an adjusted Conversion Price greater than the Conversion Price in

effect on the date of, and immediately prior to such issue, for the Series A Preferred, or (b) the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent) determine that no such adjustment shall be made as a result of such issuance.

(iii) **Deemed Issue of Additional Shares of Common.**

(1) In the event the Corporation at any time or from time to time after the Original Series A Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempt Securities), then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number pursuant to anti-dilution or similar provisions of such Option or Convertible Security) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, upon the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, upon the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to be Additional Shares of Common issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(2) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price pursuant to the terms of Subsection 4(d)(iv), are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (a) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (b) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (2) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (x) the Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (y) the Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(3) If the terms of any Option or Convertible Security, the issuance of which did not result in an adjustment to the Conversion Price pursuant to the terms of Section 4(d)(iv) (either because the consideration per share (determined pursuant to Section 4(d)(v)) of the Additional Shares of Common subject thereto was equal to or greater than the Conversion Price then in effect, or because such Option or Convertible Security was issued before the Original

Series A Issue Date), are revised after the Original Series A Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section 4(d)(iii)(1)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(4) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Conversion Price provided for in this Section 4(d)(iii) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (2) and (3) of this Section 4(d)(iii)). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price that would result under the terms of this Section 4(d)(iii) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(iv) **Adjustment of Conversion Price Upon Issuance of Additional Shares of Common.**

(1) In the event the Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii) above) without consideration or for a consideration per share less than the Conversion Price of Series A Preferred in effect on the date of and immediately prior to such issue, then the Conversion Price of the Series A Preferred shall be reduced, concurrently with such issue, to an amount (calculated to the nearest one-hundredth of a cent) determined by multiplying such Conversion Price by a fraction, (A) the numerator of which shall be the number of shares of Common Stock deemed outstanding (as defined below) immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and (B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as defined below) immediately prior to such issue plus the number of such Additional Shares of Common so issued.

(2) Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount upon the earlier of (x) the actual conversion of any Series A Preferred and (y) the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate.

(3) For the purposes of this Section 4(d)(iv), "Common Stock deemed outstanding" as of a given time means the sum of (x) the number of shares of Common Stock actually outstanding, (y) the number of shares of Common Stock into which the then outstanding shares of Preferred Stock could be converted if fully converted at such time, and (z) the number of shares of Common Stock that could be obtained through the exercise or conversion of all other rights, options, warrants, and convertible securities exercisable at such time.

(v) **Determination of Consideration.** For purposes of this Section 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) **Cash and Property.** Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable underwriting discounts or commissions allowed or paid, or other reasonable expenses incurred, by the Corporation in connection with such issuance, but excluding amounts paid or payable for accrued interest;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as reasonably determined in good faith by both the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate a class, by vote or written consent); and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by both the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate a class, by vote or written consent).

(2) **Options and Convertible Securities.** The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to Section 4(d)(iii) above shall be determined by dividing:

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

exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

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

(e) **Adjustments for Subdivisions or Combinations of Common Stock.** In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of the Series A Preferred in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Price of the Series A Preferred in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding.

(f) **Adjustments for Subdivisions or Combinations of Preferred Stock.** In the event the outstanding shares of Series A Preferred shall be subdivided (by stock split, by payment of a stock dividend or otherwise) into a greater number of shares of Series A Preferred, the Accruing Dividends per share, Original Issue Price and Liquidation Preference of the Series A Preferred in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Series A Preferred shall be combined (by reclassification or otherwise) into a lesser number of shares of Series A Preferred, the Accruing Dividends per share, Original Issue Price and Liquidation Preference of Series A Preferred in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

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

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

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

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

(h) **Adjustments for Other Dividends and Distributions.** In the event the Corporation at any time or from time to time after the Original Series A Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 3 do not apply to such dividend or distribution, then and in each such event the holders of Series A Preferred shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Preferred had been converted into Common Stock on the date of such event.

(i) **Adjustments for Reclassification, Exchange, and Substitution.** Subject to Section 3 above ("Liquidation Rights"), if the Common Stock issuable upon conversion of the Series A Preferred shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Series A Preferred shall have the right thereafter to convert such shares of Series A Preferred into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Series A Preferred immediately before that change would have been entitled to receive in such reorganization, reclassification or other event, and, in any such case, appropriate adjustment (as determined in good faith by both the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Series A Preferred, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred.

(j) **Adjustments for Consolidation; Merger.** Without limiting the provisions of Section 3 or Section 4(i) above, in the event of a merger or consolidation to which the Corporation is a party, each share of Series A Preferred shall, after such merger or consolidation, be convertible into the kind and number of shares of stock and/or other securities, cash or other property which the holder thereof would have been entitled to receive if the holder had held the Common Stock issuable upon conversion of such share of Series A Preferred immediately prior to such consolidation or merger, and, in any such case, appropriate adjustment (as determined in good faith by both the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate a class, by vote or written consent) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Series A Preferred, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred.

(k) **Certificate as to Adjustments.** Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practical upon the written request at any time of any holder of Series A Preferred, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect 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 Series A Preferred.

(l) **Notices of Record Date.** In the event that the Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any merger, consolidation, reorganization, reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction deemed to be a liquidation, dissolution or winding up of the Corporation pursuant to Section 3(c) above;

then, in connection with each such event, the Corporation shall send to the holders of the Series A Preferred at least 10 days' prior written notice of the date on which a record shall be taken for such Distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (i) and (iii) above or, with respect to the

matters referred to in (ii) and (iii) above, for determining the effective date on which such merger, consolidation, reorganization, reclassification, recapitalization, liquidation, dissolution or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Series A Preferred) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such merger, consolidation, reorganization, reclassification, recapitalization, liquidation, dissolution or winding-up, and the amount per share and character of such exchange applicable to the Series A Preferred and the Common Stock.

The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the approval of the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent)).

(m) **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 the Series A Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(n) **Future Issuances.** The Corporation anticipates that any private capital raise by the Corporation after the Original Series A Issue Date will be in the form of new series of preferred stock, which may be senior in rank to the Series A Preferred, subject to all applicable consent or approval rights of the Series A Preferred, and may have a different conversion price, but which otherwise will reflect substantially similar structural and economic terms to the Series A Preferred. If securities of the Corporation issued after the Original Series A Issue Date have the benefit of any structural (non-governance) or economic features not provided to the Series A Preferred, other than seniority (as to liquidation payment equal to all or less than all of the purchase price therefor) or conversion price, including but not limited to (i) participation rights, (ii) rights to priority or multiple return, (iii) current pay or other dividend or distribution rights, (iv) decreasing conversion price through a paid-in-kind or other coupon, (v) ratchet anti-dilution rights or other anti-dilution provisions more favorable than those provided to the Series A Preferred or (vii) greater than pro rata participation rights, then (x) the value of such features will be appropriately reflected in the Conversion Price for purposes of computing the weighted average dilution protection provided for above and (y) the Series A Preferred will be deemed amended to include any such features. The holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate a class, by vote or written consent) may request that the Corporation, and the Corporation shall promptly upon receipt of such request, amend this Certificate of Incorporation to so include such deemed amendment or amendments, all in form and substance satisfactory to such holders, such amendment or amendments to be treated as a clarification or clarifications of this Certificate of Incorporation. Without limiting the generality of the foregoing, if the Corporation issues participating preferred stock, then for purposes of calculating the effective price per share of such an issuance of securities, the number of additional shares issuable shall be

increased by a number equal to (i) the maximum value of such participation or participation-like feature (without regard to any limitations or wash-out provisions) divided by (ii) the lowest possible conversion price per share of Common Stock to be acquired on conversion in such offering.

(o) **No Impairment.** The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfers of assets, consolidation, merger, dissolution, issue or sale of securities 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, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such actions as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred against impairment; it being specifically understood that the issuance of a senior series of preferred stock issued with the approval of both the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent) shall not be an avoidance or impairment, or otherwise a breach or violation, pursuant to the foregoing.

5. Voting.

(a) **General.** On the terms expressly provided herein or as required by law, the holders of Series A Preferred shall be entitled to vote on all matters on which holders of any class of Common Stock are entitled to vote, including without limitation, the election of directors.

(b) **Series Voting.** So long as any shares of Series A Preferred remain outstanding, Series A Preferred shall vote as a separate voting class on all matters to which the Series A Preferred is entitled to vote and not in common with Voting Common. The approval (by vote or written consent as provided by law) of the holders of a majority the outstanding shares of Series A Preferred voting as a separate class, is required for any approval by the Series A Preferred.

(c) **Series A Preferred.** Each holder of Series A Preferred shall be entitled to the number of votes on any matter equal to the number of shares of Class B Common Stock into which the shares of Series A Preferred held by such holder could be converted as of the record date for determining shareholders entitled to vote on such matter. The holders of shares of the Series A Preferred shall be entitled to vote as a separate voting class on all matters on which the Voting Common shall be entitled to vote. Holders of Series A Preferred shall be entitled to notice of any shareholders' meeting, which notice shall be in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Series A Preferred held by each holder could be converted), shall be disregarded.

(d) **Election of Directors.** So long as any shares of Series A Preferred remain outstanding, holders of record of the shares of Series A Preferred Stock shall be entitled to elect three (3) Series A Directors as contemplated in the Voting Agreement and the number of directors serving on the Corporation's Board of Directors (the "Board") shall be as established in the Corporation's bylaws. So long as any shares of Series A Preferred remain outstanding, election of a nominee to the Board of Directors requires the approval (by vote or written consent as provided by law) of the holders of a majority the outstanding shares of Series A Preferred voting as a class,

and the approval (by vote or written consent as provided by law) of the holders of a majority of the Voting Common voting as a class.

(e) **Adjustment in Authorized Common Stock.** The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) only with the approval (by vote or written consent as provided by law) of the holders of a majority the outstanding shares of Series A Preferred and the approval (by vote or written consent as provided by law) of the holders of a majority of the outstanding shares of Voting Common.

6. **Amendments and Changes; Other Protective Provisions.** As long as at least 50% of the shares of Series A Preferred originally designated (as adjusted for Recapitalizations) shall be issued and outstanding, the Corporation shall not, without first obtaining the approval of the holders of a majority of both the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent) and the then outstanding shares of Voting Common (acting as a separate class, by vote or written consent), alter, amend, modify or terminate any provision of this Section 6 or do or agree to do any of the following:

(a) take any action that would materially or adversely alter or change the rights, preferences, privileges or powers of, or restrictions provided for the benefit of, the Series A Preferred;

(b) increase the authorized number of shares of any class or series of stock, except as specifically provided or contemplated herein;

(c) issue any shares of any class or series of stock or any Options or Convertible Securities, other than issuances of the same described in clauses (1) through (4) of Section 4(d)(i) hereof;

(d) authorize or create (by reclassification or otherwise) any new class or series of shares (or any security convertible into shares) having rights, preferences or privileges (whether with respect to dividends, redemption, payments upon liquidation, voting rights or otherwise) senior to or on a parity with the rights, preferences or privileges of the Series A Preferred;

(e) approve or effect (i) any merger or consolidation involving the Corporation (including without limitation any subsidiary merger), (ii) any other corporate reorganization of the Corporation, (iii) any sale of all or substantially all of the assets of the Corporation or other acquisition of the Corporation, or (iv) any acquisition of any material assets by the Corporation;

(f) authorize or effect the purchase, redemption or other acquisition of any capital stock of the Corporation, other than (i) repurchases pursuant to stock restriction agreements approved by both the Board of Directors and the holders of a majority of the then outstanding shares of Series A Preferred (acting as a separate class, by vote or written consent) that grant the Corporation a right of repurchase upon termination of the service or employment of a consultant, director or employee and (ii) redemptions pursuant to Section 7 hereof;

(g) authorize or effect the payment of a cash or other dividend or other Distribution to any holders of any class or series of the Corporation's capital stock, other than the Series A Preferred;

(h) authorize or effect any transaction that results in the transfer, pledge, exclusive license or other disposition of material assets of the Corporation to any person, other than a wholly-owned subsidiary of the Corporation;

(i) approve or effect any Liquidation or Deemed Liquidation Event;

(j) appoint or remove the chief executive officer or chief financial officer of the Corporation (or any other officer performing roles customarily performed by the chief executive officer or chief financial officer);

(k) change the Corporation's accounting practices or policies (except to the extent required by changes in United States generally accepted accounting principles) or change the Corporation's independent auditing firm;

(l) amend, alter, repeal or rescind any provision of the Certificate of Incorporation or bylaws of the Corporation;

(m) change the authorized number of seats on the Board of Directors;

(n) incur, secure, assume or otherwise obligate (including through guarantees or other forms of credit support) the Corporation for any debt financing of any kind in excess of \$2 million in the aggregate;

(o) enter into any transaction with any officer, director, employee or affiliate of the Corporation or any of their respective family members (or any entity directly or indirectly affiliated with one or more of such persons or entities), other than transactions in the ordinary course of business on reasonable commercial terms that are no less favorable to the Corporation than could have been obtained on a bona-fide arms-length basis from an unaffiliated third party; or

(p) authorize or allow any direct or indirect subsidiary of the Corporation to take or agree to take any of the foregoing actions (a)-(o).

7. Redemption of Series A Preferred.

(a) **Redemption Request.** At any time on or after the fifth anniversary of the Original Series A Issue Date, upon the giving at any time prior to or after such date of written notice (the "Redemption Notice") to the Corporation, the holders of at least a majority of the outstanding shares of Series A Preferred, voting as a separate class, may request redemption of all of the then outstanding shares of Series A Preferred. Upon receipt of a Redemption Notice, the Corporation shall send a copy of the Redemption Notice to each other holder of outstanding shares of Series A Preferred. Unless prohibited by New Jersey law governing distributions to shareholders, the Corporation shall redeem on the Redemption Date (as defined herein) at the Series A Redemption Price (as defined herein) all of the then outstanding shares of Series A Preferred. The Corporation shall pay the Series A Redemption Price with respect to such shares of

Series A Preferred prior to any other Distributions with respect to any other class or series of capital stock of the Corporation. The date on which the shares of Series A Preferred Stock are redeemed (the "Redemption Date") shall not be more than 60 days after receipt by the Company of the Redemption Request.

(b) **Series A Redemption Price.** The redemption price per share of Series A Preferred (the "Series A Redemption Price") shall be equal to the greater of (i) the sum of (A) the Liquidation Preference specified for such share of Series A Preferred and (B) all unpaid Accruing Dividends (whether or not declared) and other declared but unpaid dividends (if any) on such share of Series A Preferred through the Redemption Date, and (ii) the Fair Market Value (as defined herein). "Fair Market Value" means the fair value of a share of Series A Preferred, based upon the cash sale of one hundred percent (100%) of the capital stock and options of the Corporation as a going concern to a strategically motivated and financially able buyer, without any discount for the nonliquidity or minority ownership, and taking into account all accrued and unpaid dividends thereon, as determined by a qualified independent investment banker (an "Investment Banker") selected by the Corporation and the holders of a majority of the outstanding shares of Series A Preferred within two weeks of the date of the Redemption Notice. If the Corporation and the holders of a majority of the outstanding shares of Series A Preferred cannot agree on a mutually acceptable Investment Banker by such date, each of the Corporation and such holders shall promptly select an investment banker and such investment bankers shall within five days appoint a mutually acceptable third Investment Banker, which shall compute the Fair Market Value. The computation of the Investment Banker shall be final and binding upon the Company and the holders of Series A Preferred. The Corporation shall bear all costs and expenses of the determination of Fair Market Value.

(c) **Insufficient Funds.** If the Corporation on the Redemption Date does not have sufficient funds legally available to redeem all the shares of Series A Preferred for which redemption is required pursuant to Section 7(a) hereof, then it shall, to the maximum lawful extent (including by causing any direct or indirect subsidiaries of the Corporation to make the assets of such subsidiaries available to the Corporation in order to fulfill the Corporation's obligations pursuant to this Section 7 to the extent legally available) redeem such shares of Series A Preferred on a pro rata basis among the holders of Series A Preferred in proportion to the number of shares of Series A Preferred held by such holders, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining shares to be redeemed as soon as sufficient funds are legally available. In the event that the Corporation is not able to pay, or defaults in the payment of, all or any portion of the Series A Redemption Price, the unpaid balance shall accrue interest from the date of such default at the rate of four percent (4%) per annum (the "Default Rate"), payable quarterly in arrears until paid in full; provided that the Default Rate shall not limit any other rights or remedies of the holders of Series A Preferred while any Series A Redemption Price or interest thereon is owing and unpaid. Any shares of Series A Preferred not timely redeemed in full (including the payment in full of any interest thereon) shall remain outstanding and entitled to all the rights, preferences and privileges provided herein, including without limitation the continued accrual of Accruing Dividends.

(d) **Surrender of Certificates.** On or before the Redemption Date, each holder of shares of Series A Preferred Stock shall surrender the certificate or certificates representing such

shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate) to the Company, in such manner and at such place designated by the Company, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the case of any partial redemption effected in accordance with Section 7(c) hereof, the Corporation shall promptly execute and deliver to the applicable holders, at the expense of the Corporation, a new certificate or certificates for the number of shares of Series A Preferred represented by the surrendered certificates that are not then being redeemed

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

8. **Reissuance of Preferred Stock.** In the event that any shares of Series A Preferred shall be converted pursuant to Section 4 above or otherwise repurchased by the Corporation, the shares so converted or repurchased shall be cancelled and shall not be issuable by the Corporation.

9. **Notices.** Any notice required by the provisions of this Section 5.3 to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, first class, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

6. **Bylaws.** In furtherance and not in limitation of the powers conferred by statute and subject to the rights, privileges and powers of the Series A Preferred, the Board of Directors is authorized and empowered to make, alter, amend and rescind the By-Laws of the Corporation.
7. **Limitation of Liability of Directors and Officers.** To the fullest extent permitted by the Act, or any other applicable law, as the same exists or may hereafter be amended, a director of the Company shall not be personally liable to the Company or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director.

The Company shall indemnify and hold harmless, to the fullest extent permitted by the Act, or any other applicable law, as the same exists or may hereafter be amended, any Company director or, if and to the extent approved by the Board of Directors (including the Series A Directors), any Company officer, who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the Company or is or was serving

at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding. The Company shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board of Directors (including, in the case of indemnification of any officer, the approval of the Series A Directors).

The Company shall have the power to indemnify and hold harmless, to the extent permitted by the Act, or any other applicable law, as the same exists or may hereafter be amended, any employee or agent of the Company (in each case, if and to the extent approved by the Board of Directors (including the Series A Directors)) who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

Without limiting the generality of the preceding paragraphs of this Section 7, any person who is or was a director, officer, employee, or agent of the Corporation (or of any constituent corporation absorbed by the Corporation in a consolidation or merger), and any person who is or was a director, officer, trustee, employee, or agent of any other entity (including, without limitation, an employee benefit plan), serving as such at the request of the Corporation, or any such constituent corporation, or the legal representative of any such director, officer, trustee, employee, or agent, shall be indemnified by the Corporation against expenses to the extent required by, and in accordance with, Section 14A:3-5(4) of the Act.

Neither any amendment nor repeal of this Article, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim accruing or arising or that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

8. **Amendment.** Except as provided in this Certificate of Incorporation, the Company 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 shareholders herein are granted subject to this reservation.
9. **Duration.** The duration of the Corporation is perpetual.
10. **Effective Date.** This Certificate of Incorporation shall be effective on January 1, 2012.

Signature: 

Name: Colin Day

Date: December 30, 2011

Title: President and Chief Executive Officer

(Must be Chair, of Board, Pres., or Vice Pres.)

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

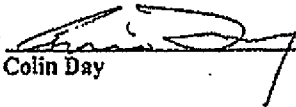
**Certificate required to be filed with the
 RESTATED CERTIFICATE of INCORPORATION
 (For Use by Domestic Corporations)**

Pursuant to N.J.S.A.14A:9-5 (5), the undersigned corporation hereby executes the following certificate:

1. Name of Corporation: iCIMS.com, Inc.
2. The Restated Certificate of Incorporation was adopted on the 30th day of December, 2011.
3. At the time of adoption of the Restated Certificate of Incorporation, the number of outstanding shares of each class or series entitled to vote thereon as a class, and the vote of such shares, was:

Class or Series	Total Number of Shares Outstanding	Total Number of Shares Entitled to Vote	Number of Shares Voted For	Number of Shares Voted Against
Class A Common Voting Stock	294,200	294,200	294,200	0
Class B Common Stock	25,605,232	0	NA	NA

5. This Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this corporation by:
 - changing the name of the corporation from iCIMS.com, Inc. to iCIMS, Inc.;
 - increasing the total number of shares of stock that the Corporation shall have authority to issue to two hundred million (200,000,000), consisting of one hundred million (100,000,000) shares of Common Stock, without par value per share, of which Two Hundred Ninety-Four Thousand and Two Hundred (294,200) shares are Class A Common Voting Stock without par value and Ninety-Nine Million Seven Hundred Five Thousand, Eight Hundred (99,705,800) shares are Class B Common Stock without par value, and one hundred million (100,000,000) shares of Preferred Stock, \$0.0001 par value per share;
 - authorizing the issuance of Preferred Stock in series to be designated from time to time by the Board of Directors;
 - designating the rights, terms and preferences of Nine Million Two Hundred Forty-Six Thousand One Hundred Thirty-Four (9,246,134) shares of Series A Preferred Stock; and
 - amending provisions with respect to the limitation of liability and indemnification of directors and officers.
6. This Restated Certificate of Incorporation shall become effective on January 1, 2012.

Signature: 
 Name: Colin Day

Date: December 30, 2011
 Title: President and Chief Executive Officer
(Must be Chair. of Board, Pres., or Vice Pres.)

NJ Division of Revenue, PO Box 308, Trenton NJ 08646