

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boxwood Technology, Inc.		07/06/2000	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Boxwood Technology Incorporated		
Street Address:	11350 McCormick Road, Suite 101		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21031		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3061704	ASSOCIATION JOB BOARDS	
Registration Number:	3552930	MARKETING CAREER NETWORK	
Registration Number:	3552931	ENGINEERING & SCIENCE CAREER NETWORK	
Registration Number:	3552932	NATIONAL HEALTHCARE CAREER NETWORK	
Registration Number:	3589835	BOXWOOD. ONLINE CAREER CENTERS	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(336) 721-3629		
Email:	trademarkswinston@wcsr.com		
Correspondent Name:	Tiffani D. Otey		
Address Line 1:	Womble Carlyle Sandridge & Rice, LLP		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	74672.0001.6		
NAME OF SUBMITTER:	Tiffani D. Otey		
SIGNATURE:	/Tiffani D. Otey/		
DATE SIGNED:	04/16/2014		
Total Attachments: 21			

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Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "BOXWOOD TECHNOLOGY INCORPORATED", FILED IN THIS OFFICE ON THE SIXTH DAY OF JULY, A.D. 2000, AT 3 O'CLOCK P.M.

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



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

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001342838

AUTHENTICATION: 0542800

DATE: 07-06-00

TRADEMARK
REEL: 005261 FRAME: 0418

**SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
BOXWOOD TECHNOLOGY INCORPORATED**

Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of the Corporation.

Boxwood Technology Incorporated (hereinafter called the "*Corporation*"), organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "*GCL*"), does hereby certify as follows:

The initial date of incorporation of the Corporation is June 22, 1999.

By unanimous written consent of the Board of Directors of the Corporation a resolution was duly adopted setting forth an amended and restated certificate of incorporation of the Corporation and declaring said amendment and restatement to be advisable. The resolution setting forth the amendment is as follows:

FIRST: Name: The name of the Corporation is:

Boxwood Technology Incorporated

SECOND: Registered Office and Agent: The address of the registered office of the Corporation in the State of Delaware is c/o HIQ Corporate Services, Inc., 15 East North Street, Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is HIQ Corporate Services, Inc.

THIRD: Purposes: The purpose of the Corporation is to engage in any lawful acts or activities for which corporations may be organized under the GCL of the State of Delaware and to possess and exercise all of the powers and privileges granted under such law and the other laws of the State of Delaware.

FOURTH: Authorized Capital: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 4,000,000 divided into two classes: (a) the first class consisting of 3,365,085 shares of common stock, \$0.001 par value per share (the "*Common Stock*"), and (b) the second class consisting of 634,915 shares of preferred stock, \$0.001 par value per share (the "*Preferred Stock*"), all of which are designated a single series as set forth below.

The following is a statement of the powers, privileges and rights, and the qualifications, limitations or restrictions thereof, in respect of each class of capital stock of the Corporation.

A. COMMON STOCK.

1. General. The voting, dividend and liquidation rights of the holders of shares of Common Stock are subject to, and qualified by, the rights of the holders of the Preferred Stock of any series.

2. Voting. The holders of the Common Stock are entitled to one vote for each share held at each meeting of stockholders of the Corporation (and written actions in lieu of meetings) with respect to any and all matters presented to the stockholders of the Corporation for their action or consideration. The right of the holders of the Common Stock to vote to elect or remove directors shall be subject to Section B(5)(b). There shall be no cumulative voting and at any meeting held for the purpose of electing directors, the presence in person or by proxy of the holders of a majority of the shares of Common Stock then outstanding shall constitute a quorum of the Common Stock for the purpose of electing directors by holders of the Common Stock.

3. Dividends. The holders of the Common Stock shall be entitled to receive dividends out of funds legally available for that purpose. Dividends shall be payable only if, as and when determined by the Board of Directors, and subject to any preferential dividend rights of any then outstanding Preferred Stock.

4. Liquidation. Upon the voluntary or involuntary liquidation, sale, merger, consolidation, dissolution or winding up of the Corporation, holders of shares of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to any preferential rights of any then outstanding Preferred Stock.

5. Redemption. The Common Stock is not redeemable.

B. PREFERRED STOCK.

The Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations.

1. Designation of the Series; Rank. All 634,915 shares of the Preferred Stock shall be designated as "Series A Convertible Preferred Stock" (the "*Series A Preferred Stock*"). The issuance price of the Series A Preferred Stock shall be \$1.1819 per share (the "*Original Purchase Price*"). The Series A Preferred Stock shall rank senior to the Common Stock and any other capital stock of the Corporation as to dividends and upon liquidation, dissolution or winding up. The issue date of the first share of Series A Preferred Stock shall hereinafter be referred to as the "*Original Issue Date*".

2. Dividends.

(a) The holders of the Series A Preferred Stock shall be entitled to receive a Cumulative Dividend (as defined below) out of funds legally available for that purpose. Cumulative Dividends shall be payable if, as and when determined by the Board of Directors.

(b) The holders of shares of Series A Preferred Stock shall be entitled to receive cumulative annual dividends (the "*Cumulative Dividends*"), prior and in preference to any declaration or payment of any dividends payable on the Common Stock, of eight percent of the Original Purchase Price per share (as adjusted for stock splits, stock dividends, recapitalizations, combinations, reclassifications and similar events) (collectively, "*Recapitalizations*"). Such dividends shall accrue from day to day, whether or not earned or declared. Such dividends shall be cumulative so that if such dividends, in respect of a previous or current annual dividend period in the amount specified above, shall not have been paid, the deficiency shall first be fully paid before any dividend or distribution shall be paid on or declared or set aside for the Common Stock. Upon any Automatic Conversion pursuant to Article Fourth, Section 7, all accrued dividends shall be cancelled.

(c) No dividends shall be declared or paid on the Common Stock or other securities ranking junior to the Series A Preferred Stock unless equivalent dividends on an as-converted-basis are paid concurrently on the Preferred Stock.

3. Liquidation, Dissolution or Winding Up.

(a) The term "*Liquidation Event*" shall mean (i) any liquidation, dissolution or winding up of the Corporation, (ii) the merger or consolidation of the Corporation into or with another corporation (except if the Corporation is the surviving entity) or other similar transaction or series of related transactions in which 50% or more of the voting power of the stockholders of the Corporation is sold, transferred or otherwise disposed, or all or substantially all of the assets of the Corporation are sold, transferred or otherwise disposed, to any one or more entities in which the stockholders of the Company immediately prior to such transaction do not own a majority of the voting power of each such entity immediately following such transaction; or (iii) an initial public offering of Common Stock that is not a Qualified Public Offering (as defined in Section B.7(a) hereof). Notwithstanding anything to the contrary contained in the foregoing, in lieu of receiving any distributions as described in Section 3(b), (x) if a Liquidation Event specified in Sections B.3(a)(ii) or B.3(a)(iii) occurs, then the holders of the Series A Preferred Stock shall have the option to waive the receipt of such payment and to continue to hold the Series A Preferred Stock (or, if the Corporation is not the entity surviving such Liquidation Event, an equity security of any surviving entity or entities having rights identical to the Series A Preferred Stock) subject to the continuation of all of the rights of the Series A Preferred Stock, including, without limitation, the rights to receive the payment specified in Section B.3(b) in respect of future Liquidation Events and the Conversion Rights (defined herein) and (y) if a Liquidation Event specified in Section B.3(a)(i) occurs, the holders in interest of two-thirds of the then outstanding shares of Series A Preferred Stock, acting together as a single class, may elect to continue to hold the Series A Preferred Stock by giving written notice thereof to the Corporation at least three days before the effective date of such event

(b) Upon the occurrence of a Liquidation Event, before any distribution of assets shall be made to the holders of Common Stock or any other capital stock of the Corporation, the holder of each share of Series A Preferred Stock then outstanding shall be entitled to be paid out

of the assets of the Corporation available for distribution to its stockholders (the "*Available Assets*") an amount equal to the Original Purchase Price (adjusted for any Recapitalizations) with respect to such shares plus all dividends, including the Cumulative Dividends, accrued but unpaid on such share up to the date of distribution of the assets of the Corporation (the "*Liquidation Preference*").

(c) After the payments set forth in Section 3(b) have been made in full, the holders of Common Stock and the holders of Series A Preferred Stock shall share the remaining Available Assets on a pro rata basis, with the amount distributable computed on the basis of the number of shares of Common Stock which would be held by the holders of Series A Preferred Stock if immediately prior to the occurrence of a Liquidation Event all of the shares of the Series A Preferred Stock had been converted into shares of Common Stock (the "*Participation Amount*").

(d) Notwithstanding anything to the contrary contained in the foregoing, at such time as the sum of the Liquidation Preference and the Participation Amount exceeds four times the Liquidation Preference, then the holders of Series A Preferred Stock shall receive the greater of (i) four times the Liquidation Preference and (ii) the Participation Amount.

(e) Nothing set forth in Section 3(d) above is intended to restrict the distribution that would be received by a holder of Series A Preferred Stock if, prior to the occurrence of a Liquidation Event, such holder elected to convert its shares of Series A Preferred Stock into Common Stock pursuant to Section 5 below.

(f) If upon the occurrence of any Liquidation Event, the Available Assets shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series A Preferred Stock shall receive the entire remaining assets and funds of the Corporation legally available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. The amount deemed distributed for purposes of determining the Liquidation Preference from the holders of shares of Series A Preferred Stock upon any such transaction deemed to be a Liquidation Event shall be the cash or the value of the property rights or securities distributed to such holders by the acquiring person, firm or entity. The value of such property, rights or other securities shall be determined in good faith by the Board of Directors.

(g) Written notice of the occurrence of a Liquidation Event, stating a payment date, the Liquidation Amount and the place where said Liquidation Amount shall be payable, shall be delivered in person, mailed by certified or registered mail, return receipt requested, not less than 20 days prior to the payment date stated therein, to the holders of record of the Series A Preferred Stock, such notice to be addressed to each such holder at its address as shown in the records of the Corporation.

4. Redemption.

(a) At any time on or after the fifth anniversary of the Original Issue Date (the "*Redemption Date*"), the holders in interest of 60% of the then Outstanding Series A Preferred Stock may notify the Corporation in writing (the "*Redemption Notice*") of their election to require the Corporation to redeem the shares of Series A Preferred Stock specified in the Redemption Notice (the "*Redemption Shares*"), by paying in cash, out of funds legally available therefor, a sum per share equal to the greater of (i) the Liquidation Preference; or (ii) the Market Value (as defined in Section 4(c)) of a share of Series A Preferred Stock (the "*Redemption Price*"); provided, however, that the Corporation shall not be required to make any redemption in violation of the GCL.

(b) A disinterested appraisal firm that is a member of a recognized professional association reasonably acceptable to the Corporation and the holders of a majority of the Series A Preferred Stock shall determine Market Value as set forth below. If the parties are unable to agree on an appraisal firm within 30 days after the delivery of the Redemption Notice, a firm shall be selected by lot from the top-tier investment banking firms, after the Corporation and the holders of the Series A Preferred Stock have each eliminated one such firm (the "*Appraisal Firm*"). The Appraisal Firm shall then make a determination of the Market Value, and, using such determination of Market Value, shall calculate the Market Value of one share of Series A Preferred Stock. The selection and determination of the Appraisal Firm shall be final and binding upon all parties. The expenses of the Appraisal Firm shall be borne by the Corporation.

(c) "*Market Value*" means the fair market value of the Corporation's entire common equity on a fully-diluted basis (assuming the exercise of all warrants, options or other rights to acquire Common Stock and the payment of the exercise price therefor, and the conversion of all securities convertible directly or indirectly into Common Stock) determined on a going concern basis as between a willing buyer and a willing seller and taking into account all relevant factors determinative of value.

(d) The Corporation shall purchase, and the holders of shares of Series A Preferred Stock shall sell, the Redemption Shares, no later than 90 days after the date of the Redemption Notice (or the next business day such date is not a business day) at a time and place mutually agreeable to the Corporation and the holders of a majority in interest of the Series A Preferred Stock (the "*Redemption Closing*"). The Corporation shall notify all holders of shares of Series A Preferred Stock of the date and place of the Redemption Closing at least seven days prior to the Redemption Closing.

(e) At the Redemption Closing, the holders of shares of Series A Preferred Stock shall deliver to the Corporation certificates representing the Redemption Shares, and the Corporation shall deliver to each such holder the Redemption Price for each share of Series A Preferred Stock to be sold to the Corporation in cash (by cashier's or certified check or by wire transfer of immediately available funds to an account designated by such holder) paid in full or by the payment of such Redemption Price in cash.

(f) For the purpose of determining whether funds are legally available for redemption of shares of Series A Preferred Stock as provided herein, the Corporation shall value its assets at the highest amount permissible under applicable law. From and after the Redemption Date, unless there shall have been a default in payment of the applicable Redemption Price, all rights of the holders of the Redemption Shares (except the right to receive the Redemption Price) shall cease with respect to such redeemed shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

(g) If on any date on which shares of Series A Preferred Stock are to be redeemed funds of the Corporation legally available therefor shall be insufficient to redeem all the Redemption Shares required to be redeemed as provided herein on such date or within 45 days thereafter, funds to the extent legally available shall be used for such purpose and the Corporation shall effect such redemption pro rata according to the number of shares of Series A Preferred Stock then held by each holder of Series A Preferred Stock. The shares of Series A Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein and the additional rights to (i) elect a majority of the members of the Board of Directors pursuant to Section 5(b)(i) and (ii) decrease the Conversion Price (as defined in Section 6(a) below) by ten percent per quarter pursuant to Section 6(d)(ix) below until such time as all of the Redemption Shares are redeemed. The redemption requirements provided herein shall be continuous, so that if on any date such requirement shall not be fully discharged, without further action by any holder of Series A Preferred Stock, funds legally available shall be applied therefor in the order in which such redemption requirements arise until such requirements are fully discharged.

5. Voting.

(a) Each holder of outstanding shares of Series A Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock held of record by such holder are convertible (as adjusted from time to time pursuant to Section 6 hereof), at each meeting of stockholders of the Corporation (and written actions of stockholders in lieu of meetings) with respect to any and all matters presented to the stockholders of the Corporation for their action or consideration. Except as provided by law and by the provisions of Subsections 5(b), 5(d) or 5(e) below, the holders of shares of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class.

(b) The Board of Directors shall consist of that number of members set forth in the Bylaws, but not to exceed six. A plurality of the holders of the Series A Preferred Stock, exclusively, voting together as a separate class, shall be entitled to elect one director of the Corporation (the "*Series A Director*"). The holders of a plurality of the principal amount of the Corporation's Convertible Promissory Notes, voting together as a separate class, shall be entitled to elect one director of the Corporation. A plurality of the holders of Common Stock, voting together as a separate class, shall be entitled to elect the remaining directors of the Corporation. In the event that the Corporation fails to redeem the Redemption Shares then required to be

redeemed on a Redemption Date, then, until such time as all of the applicable Redemption Shares are redeemed, the directors elected by the plurality vote of the Common Stock shall be removed from the Board of Directors, a plurality of the holders of the Common Stock, exclusively, voting together as a class, shall be entitled to elect one director of the Corporation, and the holders of the Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect the remaining directors other than the director elected by the holders of the Corporation's Convertible Promissory Notes.

(c) At any meeting held for the purpose of electing directors, the presence in person or by proxy of the holders of a majority of the then outstanding shares of Series A Preferred Stock shall constitute a quorum of the Series A Preferred Stock for the purpose of electing directors by the holders of Series A Preferred Stock and for all such votes upon which the holders of shares of Series A Preferred Stock vote as a single class. A vacancy in any directorship filled by the holders of the Series A Preferred Stock shall be filled only by vote or written consent in lieu of a meeting of the holders of Series A Preferred Stock.

(d) So long as any Series A Preferred Stock remains outstanding, the Corporation shall not, without first obtaining the written consent or affirmative vote of the holders of 60% of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting, as the case may be, separately as a class:

(i) amend, alter or repeal any provision of the Certificate of Incorporation or the Bylaws of the Corporation;

(ii) take actions adversely affecting the rights, powers or privileges of the Series A Preferred Stock;

(iii) declare or pay any cash dividends to the holders of Common Stock;

(iv) issue securities of the Corporation (other than pursuant to the Corporation's stock plan or upon unanimous approval of the Board of Directors) to insiders of the Corporation, their relatives or other affiliates;

(v) redeem or repurchase any outstanding capital stock of the Corporation (other than (A) repurchases from employees, officers, directors, consultants or other persons performing services for the Corporation pursuant to rights of the Corporation described in stockholders' agreements, stock restriction agreements or stock option grant agreements approved by the Board of Directors under which the Corporation has the option to repurchase such shares, (B) repurchases pursuant to the exercise of rights of first refusal under agreements with stockholders to which the holders of a majority of the Series A Preferred Stock are parties and (C) a redemption made pursuant to Section 4 hereof); or

5(f). (vi) effect a Liquidation Event (subject to the provisions of Section

(e) The Corporation shall not, without the approval of the Series A Director:

(i) authorize more than 662,849 Reserved Option Shares (as defined in Section 6(d)(1)(1) below), provided however that the Series A Director shall not unreasonably withhold approval for such increase;

(ii) approve a vesting schedule for the Corporation's capital stock under the Corporation's stock option plan, or otherwise, that vests at a rate in excess of thirty three and one-third percent (33 and 1/3%) per annum from the date of issuance;

(iii) sell or otherwise dispose of any assets of the Corporation with a value in excess of \$15,000 other than (i) in the ordinary course of business or (ii) in connection with a transaction approved pursuant to Section 5(f);

(iv) effect (A) a merger or consolidation with any other corporation, or (B) any similar transaction that, in either case, does not qualify as a Liquidation Event;

(v) acquire all, or substantially all, of the properties, assets or stock of any other corporation or other entity; or

(vi) effectuate a reclassification, recapitalization or cancellation of the outstanding capital stock of the Corporation.

(f) Notwithstanding anything to the contrary contained in the foregoing, the Corporation may effect a Liquidation Event without first obtaining the consent of the holders of the Series A Preferred Stock and the approval of the Series A Director so long as the net proceeds to the holders of all Series A Preferred Stock, or the Common Stock into which the Series A Preferred Stock has been converted, equals or exceeds five times the initial investment in the Series A Preferred Stock.

6. Optional Conversion. The holders of shares of Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights");

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, without payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the "Base Price" by the "Conversion Price" in effect at the time of conversion (the "Conversion Ratio"). The initial Base Price and the initial Conversion Price shall both be \$2.0747. Hence, as of the date of this

Amended And Restated Certificate of Incorporation, each share of Series A Preferred Stock shall be convertible into one share of Common Stock, and the Conversion Ratio is One (1). The Base Price and the Conversion Price shall both be adjusted proportionately in the event of any recapitalization, stock dividend, stock split, split-up or other similar event. The Conversion Price and the Conversion Ratio shall be subject to adjustment as provided below.

Upon the occurrence of a Liquidation Event, the Conversion Rights shall terminate at the close of business on the first full day preceding the date fixed for the payment of any amounts distributable upon the occurrence of a Liquidation Event to the holders of shares of Series A Preferred Stock.

(b) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the shares of Series A Preferred Stock. 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 effective Conversion Price. Whether or not a holder would otherwise be entitled to a fractional share shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(c) Mechanics of Conversion.

(i) In order for a holder of shares of Series A Preferred Stock to convert shares of Series A Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock at the office of the transfer agent for the shares of Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series A Preferred Stock represented by such certificate or certificates. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his or its attorney-in-fact duly authorized in writing. The date of receipt of such certificates and notice by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) shall be the conversion date (the "*Conversion Date*"). The Corporation shall, as soon as practicable after the Conversion Date, issue and deliver at such office to such holder of shares of Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, together with cash in lieu of any fraction of a share. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. Other than as set forth in Section 7 below, if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act of 1933, as amended (the "*Securities Act*"), the conversion may, at the option of

any holder tendering shares of Series A Preferred stock for conversion, be conditioned upon the closing of the sale of securities pursuant to such offering, in which event the person entitled to receive the Common Stock issuable upon such conversion of the shares of Series A Preferred Stock shall not be deemed to have converted such shares of Series A Preferred Stock until immediately prior to the closing of such sale of securities.

(ii) The Corporation shall, at all times when the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the shares of Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock, as such number of shares may be adjusted hereunder. The Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock for all Series A Preferred Stock then outstanding. 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 Series A Preferred Stock, in addition to such other remedies as shall be available to the holder of such shares of Series A Preferred Stock, 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 purposes.

(iii) Upon any such conversion, no adjustment to the Base Price or Conversion Price shall be made for, nor shall any payment be made of, any declared and unpaid dividends on the shares of Series A Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

(iv) All shares of Series A Preferred Stock that shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate on the Conversion Date, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor. Any shares of Series A Preferred Stock so converted shall be retired and canceled and shall not be reissued, and the Corporation may from time to time take such appropriate action as may be necessary to eliminate the authorized Series A Preferred Stock or reduce the authorized number thereof as may be appropriate accordingly.

(d) Adjustments to Conversion Price for Diluting Issues:

(i) Special Definitions. For purposes of this Subsection 6(d), the following definitions shall apply:

(A) "Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities (as defined below) or restricted stock. "Option" shall not include, rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities (as

defined below) or restricted stock acquired by employees, directors or consultants of the Corporation pursuant to an option plan or other compensation arrangement adopted by the Board of Directors, and any shares issued upon exercise of such securities (such excluded securities, the "*Reserved Option Shares*").

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

(C) "*Additional Shares of Common Stock*" shall mean all shares of Common Stock issued (or, pursuant to Section 6(d)(iii) below, deemed to be issued) by the Corporation after the Original Issue Date, other than:

(I) shares of Common Stock issued or issuable upon conversion of options or warrants outstanding on the Original Issue Date;

(II) shares of Common Stock issued or issuable as a dividend or distribution on Series A Preferred Stock;

(III) the Reserved Option Shares;

(IV) shares of Common Stock issued or issuable by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock excluded from the definition of Additional Shares of Common Stock by the foregoing clauses (a), (b) and (c) or this clause (d);

(V) shares authorized by the Board of Directors (including approval by the Series A Director) and issued in connection with strategic alliances or partnerships, consulting and/or advisory services, or the hiring of executives; or

(VI) any other shares of Series A Preferred Stock authorized on the Original Issue Date.

(ii) No Adjustment of Conversion Price. No adjustment in the number of shares of Common Stock into which the shares of Series A Preferred Stock are convertible shall be made, by adjustment in the applicable Conversion Price thereof, unless the consideration per share (determined pursuant to Subsection 6(d)(v)) for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the applicable Conversion Price in effect on the date of, and immediately prior to, the issue of such Additional Share.

(iii) Issue of Options and Convertible Securities Deemed Issue of Additional Shares of Common Stock. If the Corporation at any time or from time to time after the Original 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, then the maximum number of shares of Common Stock (as set forth in

the instrument relating thereto without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(A) no further adjustment in the Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities and, upon the expiration of any such Option or the termination of any such right to convert or exchange such Convertible Securities, the Conversion Price then in effect hereunder shall forthwith be increased to the Conversion Price which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued, and the Common Stock issuable thereunder shall no longer be deemed to be outstanding; and

(B) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase in the consideration payable to the Corporation, or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities, provided that no readjustment pursuant to this clause (B) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (I) the Conversion Price on the original adjustment date, or (II) the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 6(d)(iii)) on or before the first anniversary of the Original Issue Date, without consideration or for a consideration per share less than the Conversion Price in effect on the date of and immediately prior to such issuance, then and in such event, the Conversion Price shall be reduced, concurrently with such issuance, to the same price at which one Additional Share of Common Stock was issued. In the event the Corporation shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 6(d)(iii)), after the first anniversary of the Original Issue Date, without consideration or for a consideration per share less than the then applicable Conversion Price, then and in such event, the applicable Conversion Price shall be reduced, concurrently with such issuance, to a price (calculated to the nearest hundredth of a cent) determined by multiplying the Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock

outstanding immediately prior to such issue, including all outstanding options and warrants, calculated on a fully diluted basis, and all shares issued or issuable upon the conversion of shares of such series of Preferred Stock ("Base Stock") 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 Stock so issued would purchase at the Conversion Price in effect prior to such issuance; and the denominator of which shall be the Base Stock plus the number of such Additional Shares of Common Stock so issued.

(v) Determination of Consideration. For purposes of this Section 6(d), the "*Net Consideration Per Share*" shall mean the per share consideration received by the Corporation for the issue of any Additional Shares of Common Stock and shall be computed as follows:

(A) Cash and Property: Such consideration shall:

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

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

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

(B) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 6(d)(iii), relating to Options and Convertible Securities, shall be determined by dividing

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

(II) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained

therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(vi) Adjustment for Combinations or Consolidation of Common Stock. If, at any time after the Original Issue Date the number of shares of Common Stock outstanding are decreased by a combination of the outstanding shares of Common Stock, then following the record date fixed for such combination (or the date of such combination, if no record date is fixed), the applicable Conversion Price shall be increased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be decreased in proportion to such decrease in outstanding shares of Common Stock.

(vii) Adjustment for Stock Dividends, Splits, Etc. If the Corporation shall at any time after the applicable Original Issue Date fix a record date for the subdivision, split-up or stock dividend of shares of Common Stock, then, following the record date fixed for the determination of holders of shares of Common Stock entitled to receive such subdivision, split-up or dividend (or the date of such subdivision, split-up or dividend, if no record date is fixed), the Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be increased in proportion to such increase in outstanding shares; provided, however, that the Conversion Price shall not be decreased at such time if the amount of such reduction would be an amount less than \$0.01, but any such amount shall be carried forward and reduction with respect thereto made at the time of and together with any subsequent reduction which, together with such amount and any other amount or amounts so carried forward, shall aggregate \$0.01 or more.

(viii) Adjustment for Merger or Reorganization, etc. In case of any consolidation, recapitalization or merger of the Corporation with or into another corporation or the sale of all or substantially all of the assets of the Corporation to another corporation (other than a subdivision or combination provided for elsewhere in this Section 6 and other than a consolidation, merger or sale that is treated as a Liquidation Event pursuant to Section 3), each share of Series A Preferred Stock shall thereafter be convertible into the kind and amount of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such shares of Series A Preferred Stock would have been entitled upon such consolidation, merger or sale; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Section 6 set forth with respect to the rights and interest thereafter of the holders of the shares of Series A Preferred Stock, to the end that the provisions set forth in this Section 6 (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 shares of stock or other property thereafter deliverable upon the conversion of the shares of Series A Preferred Stock.

(ix) Adjustments for Failure to Redeem. In the event that the Corporation shall fail to redeem the Redemption Shares then required to be redeemed on the applicable Redemption Date, the Conversion Price shall be permanently decreased at the rate of 10% per calendar quarter as of the first day of each calendar quarter (starting as of the applicable

Redemption Date) until such time as the Corporation redeems such Redemption Shares; provided, however, that the Conversion Price shall not be decreased at such time if the amount of such reduction would be an amount less than \$0.01, but any such amount shall be carried forward and reduction with respect thereto made at the time of and together with any subsequent reduction which, together with such amount and any other amount or amounts so carried forward, shall aggregate \$0.01 or more.

(e) No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer 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 6 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the shares of Series A Preferred Stock against impairment.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 6, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a similar certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price then in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which then would be received upon the conversion of the shares of Series A Preferred Stock.

(g) Notice of Record Date. In the event:

(i) that the Corporation takes a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or any other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right;

(ii) that the Corporation subdivides or combines its outstanding shares of Common Stock;

(iii) of any reclassification of the Common Stock of the Corporation (other than a subdivision or combination of its outstanding shares of Common Stock or a stock dividend or stock distribution thereon), or of any consolidation or merger of the Corporation into or with another corporation, or of the sale of all or substantially all of the assets of the Corporation; or

(iv) of the involuntary or voluntary dissolution, liquidation or winding up of the Corporation; then the Corporation shall cause to be filed at its principal office or at the office of the transfer agent of the Series A Preferred Stock, and shall cause to be mailed to the holders of the Series A Preferred Stock at their last addresses as shown on the records of the Corporation or such transfer agent, at least ten days prior to the record date specified in (1) below or 20 days before the date specified in (B) below, a notice stating:

(A) the record date of such dividend, distribution, subdivision or combination, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, subdivision or combination are to be determined, or

(B) the date on which such reclassification, consolidation, merger, sale, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, dissolution or winding up.

7. Automatic Conversion.

(a) In the event a registration statement under the Securities Act covering the offer and sale of Common Stock for the account of the Corporation is declared effective in which: (i) the value of the shares of Common Stock into which the Series A Preferred Stock has been or is then convertible equals or exceeds five times the amount of the initial investment in the Series A Preferred Stock (the value calculated at the successful offering price of such securities) and (ii) the gross proceeds are at least \$20,000,000 (before deduction of underwriter's commissions and expenses) (a "*Qualified Public Offering*"), then effective upon the closing of the sale of such shares of Common Stock by the Corporation pursuant to such Qualified Public Offering, all outstanding shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock in the manner provided in Section 6 herein, at the then effective Conversion Price (subject to appropriate adjustment for any stock splits, stock dividends, combinations and other similar recapitalizations affecting such shares) and all accrued dividends on the Series A Preferred Stock shall be cancelled.

(b) In the event that the holders of no less than 60% of the holders of Series A Preferred Stock, voting as a class, vote to convert their shares of Series A Preferred Stock into shares of Common Stock, then all outstanding shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock in the manner provided in Section 6 herein, at the then effective Conversion Price (subject to appropriate adjustment for any stock splits, stock dividends, combinations and other similar capitalizations affecting such shares) and all accrued dividends on the Series A Preferred Stock shall be cancelled.

(c) In the case of an automatic conversion pursuant to this Section 7, the outstanding shares of Series A Preferred Stock 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, however, that the Corporation shall not be obligated to issue to any holder certificates evidencing the shares of Common Stock issuable upon such conversion unless certificates evidencing such shares of Series A Preferred Stock are delivered either to the Corporation or any transfer agent of the Corporation.

(d) All certificates evidencing shares of Series A Preferred Stock which are required to be surrendered for conversion in accordance with the provisions hereof shall, from and after the date such certificates are so required to be surrendered, be deemed to have been retired and canceled and the shares of Series A Preferred Stock represented thereby converted into Common Stock for all purposes, notwithstanding the failure of the holder or holders thereof to surrender such certificates on or prior to such date. The Corporation may thereafter take such appropriate action as may be necessary to reduce the authorized Series A Preferred Stock accordingly.

FIFTH. Convertible Promissory Notes. The holders of the Company's issued and outstanding Convertible Promissory Notes, while such notes remain outstanding, shall have the right to elect one director to the Company's board of directors as set forth in Article FOURTH Section B(5)(b). Any vacancy that occurs in such position shall be filled only by vote or written consent of the holders of the Convertible Promissory Notes.

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

(1) election of directors need not be by written ballot; and

(2) the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws of the Corporation.

SEVENTH. Limitation on Liability. No director of the Corporation shall be personally liable to the Corporation or to any stockholder of the Corporation for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not limit the liability of a director (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of law, (3) under Section 174 of the GCL of the State of Delaware, or (4) for any transaction from which the director derived an improper personal benefit.

If the GCL or any other statute of the State of Delaware hereafter is amended to authorize the further elimination or limitation of the liability of directors of the Corporation, then the liability of a director of the Corporation shall be limited to the fullest extent permitted by the statutes of the State of Delaware, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on the liability of a director provided by the foregoing provisions of this Sixth Article.

Any repeal of or amendment to this Sixth Article shall be prospective only and shall not adversely affect any limitation on the liability of a director of the Corporation existing at the time of such repeal or amendment.

EIGHTH. Indemnification. To the extent permitted by law, the Corporation shall fully indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

To the extent permitted by law, the Corporation may fully indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

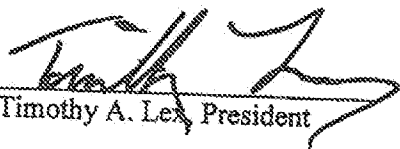
The Corporation may advance expenses (including attorneys' fees) incurred by a director or officer in defending any action, suit, or proceeding in advance of the final disposition of such action, suit or proceeding upon the receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that such director or officer is not entitled to indemnification. The Corporation may advance expenses (including attorneys' fees) incurred by an employee or agent in defending any action, suit, or proceeding in advance of the final disposition of such action, suit or proceeding upon such terms and conditions, if any, as the Board deems appropriate.

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

This Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the GCL of the State of Delaware. In lieu of a meeting thereof of the stockholders, the stockholders of the Corporation adopted this Certificate of Incorporation by written consent pursuant to Section 228 of the GCL, and as such written consent was unanimous, no notice was required to be given, and none was given, under Section 228 of the GCL.

IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be affixed hereto and this Second Amended and Restated Certificate of Incorporation to be signed by its President this 29th day of June, 2000.

Boxwood Technology Incorporated

By: 
Timothy A. Lex, President