

PATENT ASSIGNMENT

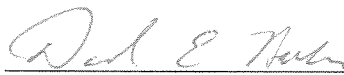
Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
Baswood, LLC	05/27/2008
RECEIVING PARTY DATA	
Name:	Baswood, Inc.
Street Address:	3535 Piedmont Road, N.E.
Internal Address:	Piedmont Fourteen, Suite 410
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7144507
Patent Number:	7387733
Application Number:	12134778
CORRESPONDENCE DATA	
Fax Number:	(804)344-7999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	804 788 8416
Email:	gobrien@hunton.com
Correspondent Name:	J. Michael Martinez de Andino
Address Line 1:	951 E. Byrd Street
Address Line 2:	Riverfront Plaza, East Tower
Address Line 4:	Richmond, VIRGINIA 23666
ATTORNEY DOCKET NUMBER:	66904.000010
NAME OF SUBMITTER:	David E. Baker

CH \$120.00 7144507

Total Attachments: 28

source=changeofname66904#page1.tif
source=changeofname66904#page2.tif
source=changeofname66904#page3.tif
source=changeofname66904#page4.tif
source=changeofname66904#page5.tif
source=changeofname66904#page6.tif
source=changeofname66904#page7.tif
source=changeofname66904#page8.tif
source=changeofname66904#page9.tif
source=changeofname66904#page10.tif
source=changeofname66904#page11.tif
source=changeofname66904#page12.tif
source=changeofname66904#page13.tif
source=changeofname66904#page14.tif
source=changeofname66904#page15.tif
source=changeofname66904#page16.tif
source=changeofname66904#page17.tif
source=changeofname66904#page18.tif
source=changeofname66904#page19.tif
source=changeofname66904#page20.tif
source=changeofname66904#page21.tif
source=changeofname66904#page22.tif
source=changeofname66904#page23.tif
source=changeofname66904#page24.tif
source=changeofname66904#page25.tif
source=changeofname66904#page26.tif
source=changeofname66904#page27.tif
source=changeofname66904#page28.tif

<p><u>ONLY PATENTS & PAT. APPLNS.</u></p>	<p><u>PAT. APPLNS. & PATENTS ONLY</u></p>		
<p>To the Director of the United States Patent and Trademark Office, Wash., D.C. 20231</p>			
<p>SIR: Please record the attached original document or copy thereof on which the particulars are:</p>			
<p>1. Name of conveying party(ies) (assignor(s)): <div style="text-align: center;">BASWOOD, LLC</div> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>			
<p>2. Name and Address of Party(ies) receiving an interest (assignee(s)): Address: <u>BASWOOD, INC.</u> <u>3535 Piedmont Road, N.E., Piedmont Fourteen, Suite 410, Atlanta, Georgia 30305</u> Country: <u>United States</u> Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>			
<p>3. <u>Nature of Conveyance:</u> <input type="checkbox"/> Assignment Execution Date(s): <u>05/27/2008</u> <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Verified Translation <input type="checkbox"/> Other:</p>			
<p>4. Execution date(s) on the Declaration if filed herewith:</p>			
<p>4.5 Application number(s) or patent number(s). Others on additional sheet(s) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none; vertical-align: top;"> <p>A. Patent Application No(s). (series code/serial number) Divisional SN 12/134,778 - filed 06/06/2008</p> </td> <td style="width:50%; border: none; vertical-align: top;"> <p>B. Patent No(s). 7,144,507 issued 12/05/2006 Publ. 2006/0096916 (now 7,387,733 - issued 06/17/2008)</p> </td> </tr> </table>		<p>A. Patent Application No(s). (series code/serial number) Divisional SN 12/134,778 - filed 06/06/2008</p>	<p>B. Patent No(s). 7,144,507 issued 12/05/2006 Publ. 2006/0096916 (now 7,387,733 - issued 06/17/2008)</p>
<p>A. Patent Application No(s). (series code/serial number) Divisional SN 12/134,778 - filed 06/06/2008</p>	<p>B. Patent No(s). 7,144,507 issued 12/05/2006 Publ. 2006/0096916 (now 7,387,733 - issued 06/17/2008)</p>		
<p>5. Name and address of party to whom correspondence concerning document should be mailed: J. Michael Martinez de Andino, Esq. HUNTON & WILLIAMS LLP Riverfront Plaza, East Tower 951 East Byrd Street Richmond, VA 23219-4074 (804) 788-7216 telephone</p>	<p>6. Number involved: Applns <u>1</u> + Pats: <u>2</u> = Total <u>3</u> 7. Fee of \$120.00 is to be charged to Deposit Account No. 08-3436. 8. If above fee is an inadequate charge, insufficiency to be charged to Deposit Account Number 08-3436 (duplicate sheet not required.)</p>		
<p>5.5 Atty. Dkt. 66904.000010</p>			
<p>DO NOT USE THIS SPACE</p>			
<p>9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 45%;">  Signature Attorney: <u>David E. Baker</u> Reg. No. <u>42,285</u> Tel: 804-788-8762 Fax: 804-343-4598 </div> <div style="width: 30%; border: 2px solid black; padding: 5px; display: flex; align-items: center; justify-content: center;"> <div style="width: 80%;"> 10. Total number of pages including this cover sheet (Do NOT file dup. cover sheet) </div> <div style="width: 15%; border: 1px solid black; text-align: center; font-size: 1.2em;">28</div> </div> <div style="width: 15%; text-align: right;"> Date: <u>November 25, 2008</u> </div> </div>			

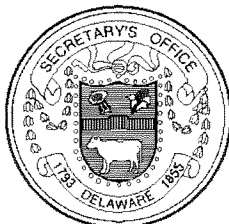
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE LIMITED LIABILITY COMPANY UNDER THE NAME OF "BASWOOD, LLC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "BASWOOD, LLC" TO "BASWOOD, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF MAY, A.D. 2008, AT 6:44 O'CLOCK P.M.

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



3727973 8100V

080607783

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

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6626093

DATE: 05-30-08

PATENT
REEL: 021876 FRAME: 0753

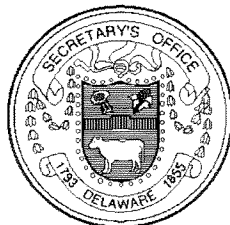
Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF INCORPORATION OF "BASWOOD, INC." FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF MAY, A.D. 2008, AT 6:44 O'CLOCK P.M.

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



3727973 8100V

080607783

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

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6626093

DATE: 05-30-08

PATENT
REEL: 021876 FRAME: 0754

CERTIFICATE OF CONVERSION

OF

BASWOOD, LLC
(a Delaware limited liability company)

INTO

BASWOOD, INC.
(a Delaware corporation)

BASWOOD, LLC (the "Limited Liability Company"), a limited liability company organized and existing under and by virtue of the Delaware Limited Liability Company Act, does hereby certify:

- 1 The jurisdiction where the Limited Liability Company was first formed is Delaware.
- 2 The jurisdiction of the Limited Liability Company immediately prior to filing this Certificate is Delaware.
- 3 The date on which the Limited Liability Company was first formed is November 14, 2003.
- 4 The name of the Limited Liability Company immediately prior to filing this Certificate of Conversion is "Baswood, LLC."
- 5 The name of the corporation as set forth in the Certificate of Incorporation filed in accordance with Section 265(b) of the Delaware General Corporation Law is "Baswood, Inc." (the "Corporation").
- 6 The Limited Liability Company being converted hereby is duly organized and validly existing under the laws of the State of Delaware.
- 7 The conversion of the Limited Liability Company to the Corporation shall be effective upon the filing of this Certificate of Conversion with the Delaware Secretary of State.

Baswood, LLC

By: //s// Michael Walker
Michael Walker, President and CEO

CERTIFICATE OF INCORPORATION

OF

BASWOOD, INC.

ARTICLE I

The name of this corporation is **BASWOOD, INC.**

ARTICLE II

The address of the registered office of the Company in the State of Delaware is 160 Greentree Drive, Suite 101, City of Dover, State of Delaware, County of Kent. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

A. **Classes of Stock.** The Company is authorized to issue two classes of stock to be designated, respectively, "common stock" and "preferred stock." The total number of shares that the Company is authorized to issue is 20,000,000 shares. Of this total number of shares, 15,000,000 shares shall be common stock, \$.0001 par value ("Common Stock"), and 5,000,000 shares shall be preferred stock, \$.0001 par value, 550,000 of which shares of preferred stock have been designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock"); 410,000 of which shares of preferred stock have been designated as Series B Convertible Preferred Stock (the "Series B Preferred Stock"); 330,000 of which shares of preferred stock have been designated as Series C Convertible Preferred Stock (the "Series C Preferred Stock"); 1,800,000 of which shares of preferred stock have been designated as Series D Convertible Preferred Stock (the "Series D Preferred Stock"); and the remainder of which shall be undesignated shares of preferred stock of the Company. The Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, and the Series D Preferred are sometimes collectively referred to as the "Preferred Stock."

B. **Rights, Preferences and Restrictions of Preferred Stock.** Authority is hereby expressly vested in the Board of Directors of the Company (the "Board"), subject to the provision of this Article III and to the limitations prescribed by law, to authorize the issue from time to time of one or more series of preferred stock and, to determine the rights, preferences, privileges and restrictions granted to and imposed on such series. The rights, preferences,

privileges, and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Section III(B).

1. **Preferred Dividends.**

- (a) The holders of the Preferred Stock shall be entitled to receive, out of funds legally available therefor, when and if declared by the Board, annual dividends at the rate per annum of 8% per share (the "Preferred Dividends") of the applicable Original Issue Price (as defined below). Preferred Dividends shall accrue from day to day, whether or not earned or declared, and shall be cumulative, until paid.
- (b) Notwithstanding the foregoing, (i) only after all Preferred Dividends have been paid on the Series D Preferred Stock, may the Company make distributions or dividends on the Series C Preferred Stock, (ii) only after all Preferred Dividends have been paid on the Series C Preferred Stock, may the Company make distributions or dividends on the Series B Preferred Stock, (iii) only after all Preferred Dividends have been paid on the Series B Preferred Stock, may the Company make distributions or dividends on the Series A Preferred Stock, and (iv) only after all Preferred Dividends have been paid on the Series A Preferred Stock, may the Company make distributions or dividends on the Common Stock, each of which shall only payable when, as, and if declared by the Board.
- (c) For the purpose of this Section III(B)(1), unless the context otherwise requires, "distribution" shall mean the transfer of cash or property by the Company without consideration, whether by way of dividend or otherwise, or the purchase or redemption of shares of the Company for cash or property, including any such transfer, purchase or redemption by a subsidiary of the Company.
- (d) In lieu of any dividend to any holder holders of Preferred Stock as described in Section III(B)(1)(a) above (including any Preferred Dividends), each such holder of Preferred Stock, in such holder's sole discretion, may elect to receive payment of dividends on the Common Stock (on an as-if-converted basis), at such time(s) as the holders of the Common Stock are entitled to and receive payments for dividends, to the extent funds are legally available and when, as and if declared by the Board.
- (e) If the Company shall have declared but unpaid dividends with respect to any Preferred Stock upon its conversion as provided in Section III(B)(4), then all such declared but unpaid dividends on

such converted shares shall be paid in cash at the time of such conversion, or upon the option of the holder exercisable for five (5) days of notice thereof, in Common Stock, in such number of shares of Common Stock as is equal to the such dividend amount, divided by the applicable Conversion Price (as defined below).

2. **Liquidation Preference.**

- (a) In the event of any liquidation, dissolution or winding up of the Company (a "Liquidation") or Sale (as defined below), either voluntary or involuntary, the holders of the Series D Preferred Stock shall be entitled to receive distributions from the Company in preference to the holders of the Series C Preferred Stock, the Series B Preferred Stock, the Series A Preferred Stock (collectively, the "Junior Preferred Stock") and the Common Stock in an amount per share equal to (i) the sum of the original purchase price paid by the original holder for such Series D Preferred Stock (the "Series D Preferred Original Issue Price"), plus (ii) an amount equal to the aggregate unpaid Preferred Dividends for such Series D Preferred Stock (collectively, the "Series D Preferred Liquidation Value"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series D Preferred Stock shall be insufficient to permit the payment to such holders of the full Series D Preferred Liquidation Value, then the entire assets and funds of the Company legally available for distribution to stockholders shall be distributed ratably among the holders of the Series D Preferred Stock in proportion to such full preferential amount each such holder is otherwise entitled to receive under this Section (III)(B)(2)(a).
- (b) Upon completion of the distribution required by subsection (a) of this Section (III)(B)(2), the remaining assets of the Company available for distribution to stockholders, if any, shall then be distributed among the holders of the Series C Preferred Stock and in preference to the holders of the Series B Preferred Stock, the Series A Preferred Stock, and in preference to the Common Stock holders in an amount per share equal to (i) the sum of the original purchase price paid by the original holder for such Series C Preferred Stock (the "Series C Preferred Original Issue Price"), plus (ii) an amount equal to the aggregate unpaid Preferred Dividends for such Series C Preferred Stock (collectively, the "Series C Preferred Liquidation Value"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series C Preferred Stock shall be insufficient to permit the payment to such holders of the full Series C Preferred Liquidation

Value, then the entire assets and funds of the Company legally available for distribution to stockholders shall be distributed ratably among the holders of the Series C Preferred Stock in proportion to such full preferential amount each such holder is otherwise entitled to receive under this Section (III)(B)(2)(b).

(c) Upon completion of the distributions required by subsections (a) and (b) of this Section (III)(B)(2), the remaining assets of the Company available for distribution to stockholders, if any, shall then be distributed among the holders of the Series B Preferred Stock and in preference to the holders of the Series A Preferred Stock, and in preference to the Common Stock holders in an amount per share equal to (i) the sum of the original purchase price paid by the original holder for such Series B Preferred Stock (the "Series B Preferred Original Issue Price"), plus (ii) an amount equal to the aggregate unpaid Preferred Dividends for such Series B Preferred Stock (collectively, the "Series B Preferred Liquidation Value"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full Series B Preferred Liquidation Value, then the entire assets and funds of the Company legally available for distribution to stockholders shall be distributed ratably among the holders of the Series B Preferred Stock in proportion to such full preferential amount each such holder is otherwise entitled to receive under this Section (III)(B)(2)(c).

(d) Upon completion of the distributions required by subsections (a), (b), and (c) of this Section (III)(B)(2), the remaining assets of the Company available for distribution to stockholders, if any, shall then be distributed among the holders of the Series A Preferred and in preference to the Common Stock holders in an amount per share equal to (i) the sum of the original purchase price paid by the original holder for such Series A Preferred Stock (the "Series A Preferred Original Issue Price," or, as applicable, for the Series D Preferred Original Issue Price, the Series C Preferred Original Issue Price, and/or the Series B Preferred Original Price, the "Original Issue Price"), plus (ii) an amount equal to the aggregate unpaid Preferred Dividends for such Series A Preferred Stock (collectively, the "Series A Preferred Liquidation Value," or, as applicable, for the Series D Preferred Liquidation Value, the Series C Preferred Liquidation Value, and/or the Series B Preferred Liquidation Value, the "Liquidation Value"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be

insufficient to permit the payment to such holders of the full Series A Preferred Liquidation Value, then the entire assets and funds of the Company legally available for distribution to stockholders shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to such full preferential amount each such holder is otherwise entitled to receive under this Section (III)(B)(2)(d).

- (e) Upon completion of the distributions required by subsections (a), (b), (c) and (d) of this Section (III)(B)(2), all of the remaining assets of the Company available for distribution to stockholders shall be distributed among the holders of Common Stock and the holders of the Preferred Stock, pro rata (assuming the conversion of all shares of Preferred Stock into Common Stock pursuant to Section III(b)(4) hereof), relative to the number of shares held by each such holder.
- (f) The following events shall be deemed a sale (a "Sale"): (A) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including without limitation, any and all reorganizations, mergers, consolidations, statutory share exchanges or similar transactions), or (B) a sale of all or substantially all of the assets of the Company by means of any transaction or series of related transactions.
- (g) Upon a Sale, if the consideration received by the Company and/or its stockholders is other than cash, its value will be deemed its fair market value, as determined by the Board in good faith; provided, however, securities shall be valued as follows:
 - (i) Securities not subject to investment letter or other similar restrictions on free marketability covered by subsection (ii) below:
 - (A) if traded on a securities exchange or through The Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) day period ending three (3) days prior to the closing;
 - (B) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) day period ending three (3) days prior to the closing; and

- (C) if there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Company and the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all then outstanding shares of Preferred Stock.
- (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 stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (i)(A), (B) or (C) to reflect the approximate fair market value thereof, as mutually determined by the Company, the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all then outstanding shares of Preferred Stock.
- (iii) The Company shall give each holder of record of Preferred Stock written notice of such impending transaction not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section (III)(B)(2), and the Company shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the Company has given the first notice provided for herein or sooner than ten (10) days after the Company has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of Preferred Stock that are entitled to such notice rights or similar notice rights and that represent at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all then outstanding shares of Preferred Stock voting together as a single class.

3. **Redemption.**

- (a) At any time after December 31, 2013, subject to Section III(b)(3)(d) below, and within ninety (90) days after the receipt by

the Company of a written request from the holders of not less than fifty-one percent (51%) of the then outstanding Preferred Stock, voting as a single class, that all shares of Preferred Stock be redeemed, and concurrently with surrender by holders of the certificates representing all shares of Preferred Stock, the Company shall, to the extent it may lawfully do so, redeem (the "Redemption Date") all of the then outstanding shares of Preferred Stock by paying in cash (i) to the holders of Preferred Stock, a sum per share (the "Redemption Price") equal to the applicable Preferred Liquidation Value.

- (b) At least fifteen (15) but no more than thirty (30) days prior to a Redemption Date, written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Preferred Stock to be redeemed under this Section III(b)(3), at the address last shown on the records of the Company for such holder, (i) notifying such holder of the redemption to be effected on the Redemption Date, specifying the number of shares to be redeemed from such holder, the Redemption Date, Redemption Price, where applicable, the place at which payment may be obtained and calling upon each holder of Preferred Stock to surrender to the Company, in the manner and at the place designated, his, her or its certificate or certificates representing the shares to be redeemed, and (ii) notifying any holder not already participating in such redemption of its rights, subject to the requirements of subsection 3(a) or 3(b) hereof, where applicable, to participate in such redemption (the "Redemption Notice"). Except as provided in subsection (3)(d) hereof on or after a Redemption Date, each holder of Preferred Stock to be redeemed on such Redemption Date shall surrender to the Company the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled.
- (c) From and after the Redemption Date, unless there shall have been a default in payment of the Redemption Price, all rights of the holders of shares of Preferred Stock designated for redemption on such Redemption Date in the Redemption Notice (except the right to receive the applicable Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred

on the books of the Company or be deemed to be outstanding for any purpose whatsoever. If the funds of the Company legally available for redemption of shares of Preferred Stock on a Redemption Date are insufficient to redeem the total number of such shares of Preferred Stock to be redeemed on such date, those funds that are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed such that each holder of shares of Preferred Stock to be redeemed shall share pro rata in any such distribution in proportion to the full amounts to which they would otherwise be entitled. The shares of Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of the Company are legally available for the redemption of shares of Preferred Stock subject to a Redemption Notice such funds will immediately be used to redeem, ratably among the holders of such Preferred Stock based in proportion to the full amounts to which they would otherwise be entitled, the balance of the shares that the Company has become obliged to redeem on a Redemption Date but that it has not redeemed.

4. **Conversion.** The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

- (a) Right to Convert. Each share of Preferred Stock 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 Company or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price applicable to such Preferred Stock by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. As of the date of this Certificate of Incorporation, (i) the "Conversion Price" per share for shares of Series A Preferred Stock shall be the Preferred Original Issue Price, (ii) the "Conversion Price" per share for shares of Series B Preferred Stock shall be the Series B Preferred Original Issue Price, (iii) the "Conversion Price" per share for shares of Series C Preferred Stock shall be the Series C Preferred Original Issue Price, and (iv) the "Conversion Price" per share for shares of Series D Preferred Stock shall be the Series D Preferred Original Issue Price; provided, however, that the Conversion Price for the Preferred Stock shall be subject to adjustment in accordance with subsections 4(d), 4(e), 4(g) and 4(h) hereof.

- (b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into shares of Common Stock at a conversion rate based on the Conversion Price at the time in effect for such shares of Preferred Stock (i) immediately upon the Company's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1, Form SB-1 or Form SB-2 under the Securities Act of 1933, as amended (the "Act"), the public offering price of which was not less than \$2.00 per share (as adjusted for any stock splits, stock dividends, recapitalizations or the like) and which resulted in gross proceeds to the Company of at least \$30,000,000, or (ii) upon the Company's receipt of the written consent of the holders of sixty-six and seventy-five percent (75%) of the then outstanding shares of the Preferred Stock, voting as a separate class, to the conversion of all then outstanding Preferred Stock.
- (c) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to convert the same into shares of Common Stock, he or she shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for the Preferred Stock, and shall give written notice to the Company at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Company shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. 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 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. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Act, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

- (d) Stock Splits, etc. In the event the Company should at any time or from time to time after the date hereof (the "Purchase Date") fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the applicable Conversion Price shall be appropriately 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 of the aggregate number of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents.
- (e) Reverse Stock Splits. If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the applicable Conversion Price shall be appropriately 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 outstanding shares.
- (f) Other Distributions. In the event the Company shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Company or other persons, assets (excluding cash dividends) or securities, options or rights not referred to in subsection 4(d), then, in each such case for the purpose of this subsection 4(f), the holders of the Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of the Company into which their shares of Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Company entitled to receive such distribution.
- (g) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision,

combination or merger or sale of assets transaction where adjustment is provided for elsewhere in this Section III(B)(4) or a liquidation or Sale provided for in Section III(B)(2) provision shall be made so that the holders of the Preferred Stock shall thereafter be entitled to receive upon conversion of such Preferred Stock the number of shares of stock or other securities or property of the Company or otherwise, to which a holder of the number of shares of Common Stock deliverable upon conversion of the Preferred Stock held by such holder would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section III(B)(4) with respect to the rights of the holders of the Preferred Stock after the recapitalization to the end that the provisions of this Section III(B)(4) (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of such Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

- (h) Below-Conversion Price Issuances. Except for each of the following (collectively, "Exempt Securities"): (A) issuances of shares of Common Stock upon conversion of Preferred Stock, (B) issuances of up to 171,030 shares of Common Stock upon the exercise of options and warrants issued prior the date hereof, (C) issuances of shares of Common Stock and grants of options or other purchase or similar rights to employees, officers, directors, advisers, consultants or independent contractors of the Company on and after the date hereof pursuant to an option pool or Company stock option or incentive plan or as otherwise approved by the Board, not to exceed an aggregate of Seven Hundred Fifty Thousand (750,000) shares and the issuance of such shares of capital stock upon the exercise of these options or other purchase or similar rights, (D) the issuance of the Company's securities issued in connection with any securities split, dividend, or similar non-dilutive recapitalization by the Company, and/or (E) such other securities issued by the Company for which a majority of the holders of the applicable series of Preferred Stock determine to be Exempt Securities with respect to such series of Preferred Stock for such issuance, if and whenever the Company shall issue or sell any shares of its Common Stock, issue any right or option to purchase Common Stock or security convertible into Common Stock for a consideration per share less than the Conversion Price applicable to the Series A and or Series B Preferred Stock, in effect immediately prior to the time of such issuance or sale, then, upon such issuance or sale, the respective Conversion Price for such series of Preferred Stock shall forthwith (except as otherwise

provided in this subsection 4(h) and subsection 4(i)(A) or (B) below) be adjusted to a price determined by multiplying the applicable Conversion Price for the Preferred Stock by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (including shares of Common Stock deemed to be issued pursuant to subsection 4(i)(A) or (B)) plus the number of shares of Common Stock that the aggregate consideration received by the Company for such new issuance would purchase at such old Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such new issuance (including shares of Common Stock deemed to be issued pursuant to subsection 4(i)(A) or (B)) plus the number of shares of Common Stock issued pursuant to such sale.

- (i) Options, Convertible Securities, etc. In the case of the issuance (whether before, on or after the applicable purchase date) of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section (III)(B)(4):
- (A) The aggregate maximum number of shares of Common Stock deliverable upon exercise of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration, if any, received by the Company upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights for the Common Stock covered thereby.
- (B) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by the Company for any such securities or related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if

any, to be received by the Company upon the conversion or exchange of such securities or the exercise of any related options or rights.

- (C) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Company upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the anti-dilution provisions thereof, the applicable Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change; *provided, however*, that no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights on the conversion or exchange of such securities.
- (D) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the applicable Conversion Price of the Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities (unless such options or rights were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock outstanding for purposes of subsection (h) above), shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.
- (j) No Impairment. The Company will not, by amendment of this Certificate of Incorporation or through any reorganization, recapitalization, 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 Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section III(B)(4) 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 Preferred Stock against impairment.

(k) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. In lieu of any fractional share to which the holder would otherwise be entitled, the Company shall pay the holder cash equal to the product of such fraction multiplied by the Common Stock's fair market value as determined in good faith by the Board as of the date of conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the applicable Conversion Price of Preferred Stock pursuant to this Section III(B)(4), the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of such 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 Company shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for such Preferred Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of such Preferred Stock.

(l) Notices of Record Date. In the event of any taking by the Company of 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 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, the Company shall mail to each holder of Preferred Stock, as applicable, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such

dividend, distribution or right, and the amount and character of such dividend, distribution or right.

- (m) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Preferred Stock; 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 Preferred Stock, in addition to such other remedies as shall be available to the holder of such Preferred Stock, the Company 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, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Certificate of Incorporation.
- (n) Notices. Any notice required by the provisions of this Section III(B)(4) to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Company.

5. **Voting Rights.**

- (a) General. The holder of each share of Preferred Stock shall have the right to one vote for each share of Common Stock into which such share of Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of the Company, and shall be entitled to vote, together with holders of Common Stock, with respect to any matter upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward). Except as otherwise provided herein, and except as otherwise required by

agreement or law, the shares of Preferred Stock and Common Stock shall vote as a single class on all matters submitted to the stockholders.

- (b) Series C Designee. At each election of the Corporation's directors, so long as any shares of Series C Preferred Stock remain outstanding, the holders of the Series C Preferred Stock (voting as a single class) will be entitled to elect one (1) director, voting together as a single class. Notwithstanding any Bylaw or anything else to the contrary, the holders of Series C Preferred Stock entitled to elect such director(s) shall be entitled to remove such director(s) or to fill a vacancy in the seat formerly held by such director.
- (c) Series D Designee. At each election of the Corporation's directors, so long as any shares of Series D Preferred Stock remain outstanding, the holders of the Series D Preferred Stock (voting as a single class) will be entitled to elect one (1) director, voting together as a single class. Notwithstanding any Bylaw or anything else to the contrary, the holders of Series D Preferred Stock entitled to elect such director(s) shall be entitled to remove such director(s) or to fill a vacancy in the seat formerly held by such director.

6. **Protective Provisions.**

- (a) Series D Protections. So long as at fifty percent (50%) of the then authorized number Series D Preferred Stock remain outstanding, consent of the holders of more than 50% of such Series D Preferred Stock, voting as a separate class, shall be required for the Company:
 - (i) alter or change any rights, preferences or privileges of the Preferred Stock;
 - (ii) amend or waive any provision of this Certificate of Incorporation or Bylaws relative to the Preferred Stock;
 - (iii) effect any Sale;
 - (iv) authorize or issue, or obligate itself to issue, any other equity security, including any other debt or equity security convertible into or exercisable for any equity security having a preference over, or being on a parity with, the Series D Preferred Stock with respect to dividends, liquidation, redemption, conversion, voting, distribution or other rights;

- (v) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Common Stock or Junior Preferred Stock;
 - (vi) increase or decrease (other than by redemption or conversion) the total number of authorized shares of Preferred Stock or Common Stock;
 - (vii) liquidate, dissolve or wind up the Company;
 - (viii) pay any dividends on Common Stock or any Junior Preferred Stock (other than dividends payable solely in Common Stock);
 - (ix) take action which results in a material change in the business of the Company;
 - (x) file or commence any case, proceeding or other action under any law relating to bankruptcy, insolvency or relief of debtors or seeking an appointment of a receiver, trustee, custodian or any similar person for the Company;
 - (xi) issue any equity by a subsidiary of the Company to a third party;
 - (xii) incur any debt in excess of operating lines of credit or other working capital loans not to exceed 6 months of operating expenses; and/or
 - (xiii) agree to do any of the foregoing.
- (b) Series C Protections. So long as at fifty percent (50%) of the then authorized number Series C Preferred Stock remain outstanding, consent of the holders of more than 50% of such Series C Preferred Stock, voting as a separate class, shall be required for the Company:
- (i) alter or change any rights, preferences or privileges of the Preferred Stock;
 - (ii) amend or waive any provision of this Certificate of Incorporation or Bylaws relative to the Preferred Stock;
 - (iii) effect any Sale;
 - (iv) authorize or issue, or obligate itself to issue, any other equity security, including any other debt or equity security

convertible into or exercisable for any equity security having a preference over, or being on a parity with, the Series C Preferred Stock with respect to dividends, liquidation, redemption, conversion, voting, distribution or other rights, excluding the Series D Preferred Stock authorized as of the date hereof;

- (v) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Common Stock, Series B Preferred Stock, or Series A Preferred Stock;
- (vi) increase or decrease (other than by redemption or conversion) the total number of authorized shares of Preferred Stock or Common Stock;
- (vii) liquidate, dissolve or wind up the Company;
- (viii) pay any dividends on Common Stock, Series B Preferred Stock, or Series A Preferred Stock (other than dividends payable solely in Common Stock);
- (ix) take action which results in a material change in the business of the Company;
- (x) file or commence any case, proceeding or other action under any law relating to bankruptcy, insolvency or relief of debtors or seeking an appointment of a receiver, trustee, custodian or any similar person for the Company;
- (xi) issue any equity by a subsidiary of the Company to a third party;
- (xii) incur any debt in excess of operating lines of credit or other working capital loans not to exceed 6 months of operating expenses; and/or
- (xiii) agree to do any of the foregoing.

7. **Status of Redeemed or Converted Stock.** In the event any shares of Preferred Stock shall be redeemed or converted pursuant to Section III(B)(3) or Section III(B)(4) hereof, the shares so redeemed or converted shall be cancelled and shall not be issuable by the Company. The Certificate of Incorporation shall be appropriately amended to effect the corresponding reduction in the Company's authorized capital stock.

8. **Right of First Offer.** Subject to the terms and conditions specified in this Section III(B)(8), each holder of Preferred Shares shall have a right of first offer with respect to future issuances and sales by the Company of any Offered Shares (as defined below), other than Exempt Securities. Each time the Company proposes to offer any shares of, or securities convertible into or exercisable for any shares of, any class of its capital stock (the "Offered Shares"), the Company shall first make an offering of such Offered Shares to each holder of Preferred Stock in accordance with the following provisions:

- (a) The Company shall deliver a notice by mail, fax, or e-mail to the address, fax number, or e-mail of record ("Notice") to the holders of Preferred Stock, which provides (i) the Company's bona fide intention to offer such Offered Shares, (ii) the number of such Offered Shares to be offered, and (iii) the price and terms upon which the Company proposes to offer such Offered Shares.
- (b) Within fifteen (15) business days after delivery of the Notice, each holder of Preferred Stock may elect to purchase or obtain, at the price and on the terms specified in the Notice, up to that portion of such Offered Shares which equals the proportion that the number of shares of Common Stock into which the number of Preferred Stock held by such holder can be converted, bears to the total number of shares of Common Stock then outstanding (assuming full conversion and exercise of all convertible or exercisable securities). Such purchase shall be completed at the same closing as that of any third party purchasers or at an additional closing thereunder. Additionally, the Company shall promptly, in writing, provide notice to each holder of Preferred Stock that purchases all the Offered Shares available to such holder (each, a "Fully Exercising Holder") of any other holder of Preferred Stock failure to do likewise. During the five (5) calendar day period commencing after receipt of such notice, each Fully Exercising Holder shall be entitled to obtain that portion of the Offered Shares for which holders of Preferred Stock were entitled to subscribe, but which were not subscribed for, that is equal to the proportion that the number of shares of Common Stock issued and held, or to be issued upon conversion and exercise of all convertible or exercisable securities then held, by such Fully-Exercising Holder bears to the total number of shares of Common Stock then outstanding (assuming full conversion and exercise of all convertible or exercisable securities).
- (c) The Company may, during the 180-day period following the expiration of the period provided in Section III(B)(8) hereof, offer the remaining unsubscribed portion of the Offered Shares to any person or persons at a price not less than, and upon terms no more

favorable than those specified in the Notice. If the Company does not enter into an agreement for the sale of the Offered Shares within such period, or if such agreement is not consummated within 90 days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Offered Shares shall not be offered unless first reoffered to the holders of the Preferred Stock in accordance herewith.

- (d) Notwithstanding the foregoing, the right of first offer in this Section III(B)(8) shall not be applicable with respect to any holders of Preferred Stock and any subsequent securities issuance, if (i) at the time of such subsequent securities issuance, such holder is not an "accredited investor," as that term is defined in Rule 501(a) under the Securities Act; and (ii) such subsequent securities issuance is otherwise being offered only to accredited investors.

C. **Common Stock.** The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Section III(C).

1. **Dividend Rights.** Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the Board.

2. **Liquidation Rights.** Upon a Liquidation, the assets of the Company shall be distributed as provided in Section 2 of Division (B) of Article III hereof.

3. **Redemption.** The Common Stock is not redeemable.

4. **Voting Rights.** The holder of each share of Common Stock shall have the right to one (1) vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE IV

Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Company.

ARTICLE V

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

ARTICLE VI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Company may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws of the Company.

A director of the Company shall, to the fullest extent permitted by the General Corporation Law as it now exists or as it may hereafter be amended, not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law is amended, after approval by the stockholders of this Article, to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the General Corporation Law, as so amended.

Any amendment, repeal or modification of this Article VI, or the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VI, by the stockholders of the Company shall not apply to or adversely affect any right or protection of a director of the Company existing at the time of such amendment, repeal, modification or adoption.

ARTICLE VII

Whenever a compromise or arrangement is proposed between the Company and its creditors or any class of them, and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Company or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for the Company under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Company, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the

Company, as the case may be, agree to any compromise or arrangement and to any reorganization of the Company as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Company, as the case may be, and also on the Company.

ARTICLE VIII

Subject to the terms of 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 stockholders herein are granted subject to this reservation.

ARTICLE IX

To the fullest extent permitted by applicable law, the Company is authorized to provide indemnification of (and advancement of expenses to) agents of the Company (and any other persons to which the General Corporation Law permits the Company to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law, subject only to limits created by applicable General Corporation Law (statutory or non-statutory), with respect to actions for breach of duty to the Company, its stockholders, and others.

Any amendment, repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the Company with respect to any acts or omissions of such director, officer or agent occurring prior to, such amendment, repeal or modification.

[Continued on the next page.]

IN WITNESS WHEREOF, this Certificate of Incorporation has been executed by the President and the CEO of the Company on this 27th day of May, 2008.

By: //s// Michael Walker
Michael Walker, President and CEO

Customer:	Michael P. Ring	Report Date:	05/30/2008
	The Ring Firm, P.C.	Work Order No:	18045-1148
	3535 Piedmont Road N.E.	Customer Ref No:	n/a
	Piedmont Fourteen -- Suite 410		
	Atlanta, GA 30305		

DOCUMENT FILING

EntityBASWOOD, LLCDocument

Conversion

Jurisdiction

Delaware

TRIAD PROFESSIONAL SERVICES, LLC makes no representations, warranties or guaranties as to the accuracy or completeness of this report. Inasmuch as the verification of the files and information therein lies with the filing officer, we accept no liability for errors or omissions. Our involvement is limited to assisting in expediting the filing of this information only.