

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
Blogged.com, Inc.	02/04/2011
RECEIVING PARTY DATA	
Name:	Chime.in Media, Inc.
Street Address:	130 West Union Street
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12580147
CORRESPONDENCE DATA	
Fax Number:	(310)820-5988
Phone:	310 207-3800
Email:	Margaux_Rodriguez@bstz.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Blakely, Sokoloff, Taylor & Zafman LLP
Address Line 1:	1279 Oakmead Parkway
Address Line 4:	Sunnyvale, CALIFORNIA 94085
ATTORNEY DOCKET NUMBER:	008659.P001
NAME OF SUBMITTER:	Farzad E. Amini

Total Attachments: 18
 source=NameChangeDoc_Chime_inMedia#page1.tif
 source=NameChangeDoc_Chime_inMedia#page2.tif
 source=NameChangeDoc_Chime_inMedia#page3.tif
 source=NameChangeDoc_Chime_inMedia#page4.tif

CH \$40.00 12580147

501719155

**PATENT
 REEL: 027202 FRAME: 0820**

source=NameChangeDoc_Chime_inMedia#page5.tif
source=NameChangeDoc_Chime_inMedia#page6.tif
source=NameChangeDoc_Chime_inMedia#page7.tif
source=NameChangeDoc_Chime_inMedia#page8.tif
source=NameChangeDoc_Chime_inMedia#page9.tif
source=NameChangeDoc_Chime_inMedia#page10.tif
source=NameChangeDoc_Chime_inMedia#page11.tif
source=NameChangeDoc_Chime_inMedia#page12.tif
source=NameChangeDoc_Chime_inMedia#page13.tif
source=NameChangeDoc_Chime_inMedia#page14.tif
source=NameChangeDoc_Chime_inMedia#page15.tif
source=NameChangeDoc_Chime_inMedia#page16.tif
source=NameChangeDoc_Chime_inMedia#page17.tif
source=NameChangeDoc_Chime_inMedia#page18.tif

A0711945

ENDORSED - FILED
in the office of the Secretary of State
of the State of California**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

FEB 17 2011

OF

BLOGGED.COM, INC.

Kenneth Yeh certifies that:

- A. He is the President and Secretary of Blogged.com, Inc., a California corporation.
- B. The Articles of Incorporation of the Corporation are hereby amended and restated to read as follows:

ARTICLE I

The name of the corporation is Chime.in Media, Inc. (the "Company").

ARTICLE II

The purpose of this Company is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The Company is authorized to issue three classes of stock to be designated Common Stock, Preferred Stock and Special Stock. The Company shall have authority to issue (i) 1,500,000 shares of Common Stock, 1,499,000 shares of which shall be designated "Class A Common Stock" and 1,000 shares of which shall be designated "Class B Common Stock," (ii) 460,226 shares of Preferred Stock, 333,334 of which shall be designated as Series A Preferred Stock and 126,892 of which shall be designated as Series A1 Preferred Stock, and (iii) 1 share of Special Stock. The rights, preferences and privileges of the Preferred Stock is as set forth in Article IV, and the rights, preferences and privileges of the Common Stock and Special Stock are as set forth in Article V. The Preferred Stock, Common Stock and Special Stock shall have no par value. Upon filing of this Amended and Restated Articles of Incorporation, each outstanding share of the Company's Common Stock shall be automatically converted into one share of Class A Common Stock, having the rights, preferences, privileges and restrictions set forth in Article V.

ARTICLE IV

The rights, preferences, privileges and restrictions granted to and imposed upon the Preferred Stock are as follows. Unless otherwise indicated, references to "Section" or "subsection" in this Article IV refer to sections and subsections of this Article IV.

1. **Definitions.** For purposes of this Article, the following definitions shall apply:
 - (a) "Board of Directors" shall mean the Company's Board of Directors.

(b) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible or exercisable into, or exchangeable for, Class A Common Stock other than Options.

(c) "Distribution" means the transfer of cash or property without consideration, whether by way of dividend or otherwise (other than a payment in Class A Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Class A Common Stock of the Company, provided that an adjustment to the respective Conversion Price (as defined below) of such other securities or rights has been made in accordance with Section 4 below)), or the purchase by the Company of shares of Class A Common Stock (other than purchases approved by the Board of Directors in connection with the repurchase of shares of Class A Common Stock issued to or held by employees, consultants, officers and directors upon termination of their employment or services pursuant to agreements providing for the right of said repurchase).

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

(e) "Original Issue Date" means with respect to Series A Preferred Stock, the date on which the first share of Series A Preferred Stock was issued, and with respect to Series A1 Preferred Stock, the date on which the first share of Series A1 Preferred Stock was issued.

(f) "Original Issue Price" means with respect to Series A Preferred Stock \$1.50, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization, and with respect to Series A Preferred Stock \$4.3344, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization.

(g) "Qualified Public Offering" shall mean the sale of shares of Class A Common Stock to the public at a price of at least five times the Series A Original Issue Price in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act resulting in proceeds to the Company of at least in at least \$15,000,000 (net of underwriting discounts and commissions).

(h) "Securities Act" shall mean the Securities Act of 1933, as amended.

2. **Dividends.** The holders of shares of Series A Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any Distribution on the Class A Common Stock in an amount equal to \$.12 per share per year and the holders of shares of Series A1 Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any Distribution on the Class A Common Stock in an amount equal to \$.35 per share. The Company shall pay no Distribution to the holders of the Class A Common Stock unless and until such dividend has been declared and paid to the holders of the Preferred Stock. The Board of Directors is under no obligation to pay dividends to the holders of the Preferred Stock and dividends shall not be cumulative. After payment of such dividends, any additional dividends shall be distributed among the holders of Preferred Stock and Class A Common Stock pro rata based on the number of shares of Class A Common Stock then held by each holder (assuming conversion of all such Preferred Stock into Class A Common Stock). Dividends shall not be paid on the Class B Common Stock or Special Stock.

3. **Liquidation Rights**

(a) Preference. In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Preferred Stock then outstanding shall be entitled to be paid out of the assets available for distribution to its shareholders, prior and in preference to any distribution of any of the assets of the Company to the holders of Common Stock and Special Stock by reason of their ownership thereof and on a pari passu basis as among each series of Preferred Stock, an amount equal to the Original Issue Price per share for such series of Preferred Stock plus any declared but unpaid dividends. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Company legally available for distribution shall be distributed ratably among the holders of the Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

(b) Remaining Assets. After payment of the preferential amounts required to be paid to the holders of the Preferred Stock pursuant to Section 3(a) above, the remaining assets available for distribution to the Company's shareholders shall be distributed among the holders of the Class A Common Stock pro rata based on the number of shares of Class A Common Stock then held by each such holder and (ii) the holder of the Special Stock or Class B Common Stock shall be entitled to receive for each outstanding share of Special Stock or Class B Common Stock then held by it an amount equal to \$0.001 per share (provided, however, that the right to receive the payment called for in this Section 3(b)(ii) may be waived by the holder of the Special Stock or Class B Common Stock).

(c) Deemed Liquidation. Unless the holders of a majority of the Preferred Stock agree otherwise in writing, a liquidation, dissolution, or winding up of the Company shall be deemed to occur if: (i) the Company shall sell, lease, transfer, convey, or otherwise dispose of (including an exclusive license), in any single transaction or series of related transactions, all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, except where such sale, lease, transfer, conveyance or disposition is to a wholly owned subsidiary of the Company (or the sale or disposition, whether by merger or otherwise, of one or more of the Company's subsidiaries if all or substantially all the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale or other disposition is to the Company or another of the Company's wholly-owned subsidiaries); (ii) a merger or consolidation in which the Company is a constituent party; or (iii) a merger or consolidation in which a subsidiary of the Company is a constituent party and the Company issues shares of its capital stock pursuant to such merger or consolidation (any such transaction, a "Liquidation Transaction"), provided, however that a merger or consolidation in which the shares of capital stock of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted or exchanged for shares of capital stock which represent, immediately following such merger or consolidation, a majority, by voting power, of the capital stock of (a) the surviving or resulting corporation or (b) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation, shall not constitute a Liquidation Transaction.

(d) Valuation of Consideration. If the amount deemed paid or distributed under this Section 3 is made in property other than in cash, the value of such distribution shall be the fair market value of such property, as determined in good faith by the Board of Directors.

(e) Notice of Liquidation. The Company shall give each holder of record of Preferred Stock written notice of any impending liquidation, dissolution or winding up (or deemed liquidation, dissolution or winding up) of the Company not later than 10 business days prior to the shareholders' meeting called to approve such transaction, or 10 business 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 application of this Section 3 with respect to such transaction, and the Company shall thereafter give such holders prompt notice of any material changes. Unless such notice requirements are waived pursuant to Section 10, the transaction shall not take place sooner than 10 business days after the Company has given the first notice provided for herein or sooner than 10 business days after the Company has given notice of any material changes provided for herein.

4. **Conversion.** The holders of the Preferred Stock shall have conversion rights and obligations as follows (the "Conversion Rights"). Shares of Preferred Stock shall be convertible into such number of fully-paid and nonassessable shares of Class A Common Stock as is determined by dividing the applicable Original Issue Price by the applicable Conversion Price in effect at the time of such conversion for such series. The "Conversion Price" for the Series A Preferred Stock shall initially be equal to the Series A Original Issue Price and the "Conversion Price" for the Series A1 Preferred Stock shall initially be equal to the Series A1 Original Issue Price. The initial Conversion Price for each series of Preferred Stock, and the rate at which shares of Preferred Stock may be converted into shares of Class A Common Stock, shall be subject to adjustment from time to time as provided below:

(a) **Optional Conversion.** Each share of Preferred Stock shall be convertible into shares of Class A Common Stock at the then effective Conversion Price for such share any time at the option of the holder thereof.

(b) **Automatic Conversion.** Each share of Preferred Stock shall automatically be converted into shares of Class A Common Stock at the then effective Conversion Price for such share immediately upon the earlier of (i) the closing of a Qualified Public Offering or (ii) the date specified by the vote or written consent of the holders of a majority of the then outstanding shares of Preferred Stock, voting together as a single class on an as-converted basis (which vote or written consent shall be effected in accordance with the applicable provisions of the California Corporations Code, including without limitation Sections 600 et seq. thereof).

(c) **Termination of Conversion Rights.** In the event of a liquidation, dissolution or winding up of the Company or a Liquidation Transaction, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock.

(d) **Mechanics of Conversion.** Before any holder of Preferred Stock shall be entitled to convert such Preferred Stock into shares of Class A Common Stock, the holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or of any transfer agent for such series of 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 Class A Common Stock are to be issued; *provided, however*, that in the event of an automatic conversion pursuant to Section 4(b), the outstanding shares of 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 Company or its transfer agent (but the Company shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such automatic conversion unless either the certificates evidencing such shares of Preferred Stock are delivered to the Company or its transfer agent as provided above, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate). 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 Class A Common Stock to which such holder shall be entitled as aforesaid, together with a

check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Class A Common Stock plus any declared and unpaid dividends on the converted Preferred Stock. 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 such series of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock as of such date. If the conversion is in connection with an underwritten public offering of securities registered pursuant to the Securities Act or any liquidation, dissolution or winding up of the Company (or deemed occurrence of such event, including without limitation a Liquidation Transaction), the conversion may, at the option of any holder tendering such Preferred Stock for conversion, be conditioned upon the closing of such public offering or liquidation event, in which event any persons entitled to receive Class A Common Stock upon conversion of such Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such public offering or liquidation event

(e) Fractional Shares. No fractional shares of Class A Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled (based on the total number of shares of Preferred Stock the holder is at the time converting into Class A Common Stock and the aggregate number of shares of Class A Common Stock issuable upon such conversion), the Company shall pay cash equal to such fraction multiplied by the then fair market value of such fractional shares as determined in good faith by the Board of Directors.

(f) Adjustments to Conversion Price for Diluting Issues. The Conversion Price for each series of Preferred Stock shall be subject to adjustment from time to time as follows:

(i) Definition of Additional Shares of Class A Common Stock. "Additional Shares of Class A Common Stock" means all shares of Class A Common Stock issued (or, pursuant to Section 4(f)(iii), deemed to be issued) by the Company after the applicable Original Issue Date, other than the following:

(A) shares of Class A Common Stock issued or deemed issued upon conversion of shares of Preferred Stock, or as a dividend or distribution on Preferred Stock;

(B) shares of Class A Common Stock issued or deemed issued as a dividend, stock split or other Distribution on Class A Common Stock for which adjustment is made pursuant to Section 4(f)(v) or (vi);

(C) shares of Class A Common Stock issued or deemed issued (i) in connection with acquisition transactions, to banks, lessors, financial institutions or other lenders in connection with debt financings, commercial credit arrangements, equipment financings real property leasing transactions and the like, (ii) to suppliers or third party service providers in connection with the provision of goods or services; or (iii) in connection with sponsored research, collaboration, technology license or intellectual property acquisition, development, OEM, marketing or other similar arrangements or other strategic or business transactions which issuances, in each of the foregoing cases, are approved by the Company's Board of Directors and are primarily for purposes other than equity financing;

(D) shares of Class A Common Stock issued or deemed issued to employees, consultants, advisors, directors or other service providers of the Company under a plan, agreement or arrangement approved by the Board of Directors;

(E) shares of Class A Common Stock actually issued upon exercise or conversion of Options or Convertible Securities pursuant to the terms thereof;

(F) shares of Class A Common Stock issued in a Qualified Public Offering; or

(G) shares of Class A Common Stock which are deemed, either retroactively or prospectively, not to constitute Additional Shares of Class A Common Stock by the affirmative vote or written consent of a majority of the then outstanding shares of Preferred Stock, voting together as a class.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price shall be made as a result of the issuance of Additional Shares of Class A Common Stock if the consideration per share for the Additional Shares of Class A Common Stock issued or deemed to be issued by the Company is greater than or equal to the applicable Conversion Price in effect immediately prior to the issuance or deemed issuance of such Additional Shares of Class A Common Stock.

(iii) Deemed Issuances of Additional Shares of Class A Common Stock.

(A) In the event the Company at any time or from time to time after the applicable 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 (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any antidilution or similar provision contained therein for a subsequent adjustment of such number) of Class A Common Stock 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 Class A Common Stock issued as of the time of such issue or, in the case such a record date shall have been fixed, as of the close of business on such record date.

(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Conversion Price for any series of Preferred Stock, are revised (either automatically pursuant to the terms thereof or as a result of an amendment thereto) to provide for either (i) an increase or decrease in the number of shares of Class A Common Stock issuable upon the exercise, conversion or exchange of such Option or Convertible Security or (ii) any increase or decrease in the consideration payable to the Company upon such exercise, conversion or exchange then, effective upon such increase or decrease becoming effective, the Conversion Price computed upon the original issuance of such Option or Convertible Security shall be readjusted to such Conversion Price as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no adjustment pursuant to this subsection (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 issuances of Additional Shares of Class A Common Stock between the original adjustment date and such readjustment date.

(C) Upon the termination or expiration of any unexercised Option or unconverted or unexchanged Convertible Security which resulted in an adjustment to the Conversion Price for any series of Preferred Stock, the Conversion Price shall be readjusted to such Conversion Price as would have been obtained had such Option or Convertible Security never existed.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Class A Common Stock.

(A) In the event the Company shall at any time or from time to time after the applicable Original Issue Date issue Additional Shares of Class A Common Stock (including Additional Shares of Class A Common Stock deemed to be issued pursuant to Section 4(f)(iii)), without consideration or for a consideration per share less than the Conversion Price for any series of Preferred Stock immediately prior to such issue, then Conversion Price for such series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the one-hundredth of a cent) determined in accordance with the following formula:

$$CP2 = CP1 * (A+B) / (A+C)$$

For purposes of the foregoing formula, the following definitions shall apply:

"CP2" is the Conversion Price in effect immediately after such issue of Additional Shares of Class A Common Stock.

"CP1" is the Conversion Price in effect immediately prior to such issue of Additional Shares of Class A Common Stock.

"A" is the number of shares of Class A Common Stock outstanding and deemed outstanding immediately prior to such issue of Additional Shares of Class A Common Stock (treating for this purpose as outstanding all shares of Class A Common Stock issuable upon exercise of Options or conversion or exchange of Convertible Securities (including the Preferred Stock) outstanding immediately prior to such issue).

"B" is the number of shares of Class A Common Stock that would have been issued if such Additional Shares of Class A Common Stock had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Company in respect of such issue by CP1).

"C" is the number of shares of Additional Class A Common Stock issued in such transaction.

(B) Determination of Consideration. For purposes of this Section 4(f), the consideration received by the Company for the issue of any Additional Shares of Class A Common Stock shall be computed as follows:

(1) Cash and Property. Such consideration shall:

a. insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company excluding amounts paid or payable for accrued interest or accrued dividends;

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

c. in the event Additional Shares of Class A Common Stock are issued together with other shares or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses a. and b. above, as determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Company for Additional Shares of Class A Common Stock deemed to have been issued pursuant to Section 4(f)(iii) above, relating to Options and Convertible Securities, shall be determined by dividing:

a. the total amount, if any, received or receivable by the Company 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 Company 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;

b. the maximum number of shares of Class A 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.

(v) Stock Splits and Dividends. In the event the Company should at any time after the Original Issue Date for a particular series of Preferred Stock fix a record date for the effectuation of a split or subdivision of the outstanding shares of Class A Common Stock or the determination of holders of Class A Common Stock entitled to receive a dividend or other distribution payable in additional shares of Class A Common Stock without payment of any consideration by such holder for the additional shares of Class A Common Stock, then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price for such series of Preferred Stock shall be appropriately decreased so that the number of shares of Class A Common Stock issuable on conversion of each share of such series of Preferred Stock shall be increased in proportion to such increase of the aggregate of shares of Class A Common Stock outstanding following such split, subdivision, dividend or other distribution. If such record date shall have been fixed and such dividend or other distribution shall not have been paid on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this subsection (v) as of the time of actual payment of such dividend.

(vi) Reverse Stock Splits. If the number of shares of Class A Common Stock outstanding at any time after the Original Issue Date for any particular series of Preferred Stock is decreased by a combination or reverse split of the outstanding shares of Class A Common Stock, then, following the record date of such combination, the Conversion Price for such series of Preferred Stock shall be appropriately increased so that the number of shares of Class A Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(vii) Adjustments for Other Distributions. In the event the Company at any time or from time to time makes, or fixes a record date for the determination of holders of Class A Common Stock entitled to receive any distribution payable in securities of the Company other than shares of Class A Common Stock and other than as otherwise adjusted in this Section 4(f), then and in each such

case, provision shall be made so that the holders of Preferred Stock shall receive upon conversion thereof, in addition to the number of shares of Class A Common Stock receivable thereupon, the amount of securities of the Company which they would have received had their Preferred Stock been converted into Class A Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 4(f) with respect to the rights of the holders of the Preferred Stock; *provided, however*, that no such adjustment shall be made if the holders of the Preferred Stock concurrently receive (i) the number of shares of Class A Common Stock they would have received if the Preferred Stock had been converted into Class A Common Stock immediately prior to such distribution or (ii) a number of shares of Preferred Stock convertible into the number of shares of Class A Common Stock they would have received if the Preferred Stock had been converted into Class A Common Stock.

(viii) Adjustment for Merger or Reorganization, etc. Subject to Section 3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Company in which the Class A Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction otherwise covered in this Section 4(f)) then, following such event, each share of Preferred Stock shall thereafter be convertible into the kind and amount of securities, cash or other property which a holder of the number of shares of Class A Common Stock issuable upon conversion of one share of Preferred Stock immediately prior to such event would have been entitled to receive. In each such case, appropriate adjustment shall be made (as determined in good faith by the Board of Directors in the application of the provisions of this Section 4 with respect to the rights of the holders of the Preferred Stock, to the end that the provisions of this Section 4 (including adjustment of the applicable Conversion Price) shall thereafter be applicable and be as nearly equivalent as practicable.

(g) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of any Conversion Price pursuant to this Section 4, the Company at its expense shall promptly and in any event not later than 10 days thereafter compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) 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, and in any event not later than 10 days thereafter, furnish or cause to be furnished to such holder a like certificate setting forth (i) the applicable Conversion Price then in effect; (ii) any adjustments and readjustments thereto and (iii) the number of shares of Class A Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(h) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock. If at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the 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 Class A Common Stock to such number of shares as shall be sufficient for such purpose, including without limitation using its best efforts to obtain the requisite shareholder approval for any necessary amendment to this certificate.

5. Voting

(a) Voting Generally. On any matter presented to the shareholders of the Company for their action or consideration, whether at a meeting or by written consent, each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the number of whole shares (rounding up to the next whole share in the case of fractional shares) of Class A Common Stock into which such shares of Preferred Stock held by such holder of Preferred Stock are then convertible. Except as provided by law or as otherwise set forth herein, holders of Preferred Stock shall vote together with the holders of Common Stock and Special Stock as a single class on all matters in accordance with the foregoing; provided, however, that in each vote of the shareholders of the corporation or action by written consent of such shareholders held or taken for any purpose, including the election of directors, the holder of the Special Stock shall be entitled to cast in the aggregate that number of votes equal to the greater of: (A) such holder's voting power (i) with respect to its holdings of Preferred Stock as determined in accordance with this Section 5(a) and (ii) with respect to its holdings of Common Stock as determined in accordance with Section 1(c) of Article V and (B) the number of votes needed to enable the holder of the Special Stock collectively to vote 80% (the "Special Voting Percentage") of the voting power of all outstanding shares of capital stock of the corporation. Fractional votes shall not, however, be permitted, and any fractional voting rights shall (after aggregating all shares held by the applicable holder that could be converted) be rounded up to the nearest whole number.

(b) Election of Directors. The authorized number of directors shall be three. As long as at least 50% of the originally issued shares of Preferred Stock remain outstanding the holders of the Preferred Stock, exclusively and as a separate class, shall be entitled to elect 1 director (the "Preferred Director"). The holders of the Class A Common Stock, exclusively and as a separate class, shall be entitled to elect 2 directors. The holders of the Common Stock, Preferred Stock, and the Special Stock voting together as a single class, shall be entitled to elect any remaining directors. Any director may be removed without cause only by the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director or directors, whether at a meeting or by written consent.

(c) Protective Provisions

(i) Approval by Class. In addition to any other vote required by law or this Articles of Incorporation, the Company shall not take any of the following actions, either directly or by amendment, merger, consolidation or otherwise, without the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Preferred Stock:

(A) increase the authorized shares of Preferred Stock or any series thereof;

(B) create, authorize or issue (or create or authorize any obligation to create, authorize or issue), including by reclassification, any equity securities ranking senior to or on parity with the Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Company, the payment of dividends or redemption rights or otherwise;

(C) amend or repeal any provision of (including this Section 5(c)), or add any provision to, the Company's Bylaws or Articles of Incorporation if such action would adversely alter or change in any material respect the rights, preferences, privileges or restrictions of the Preferred Stock;

(D) pay dividends or make any other Distribution on any class of the Company's equity securities other than the Preferred Stock, or repurchase or redeem shares of the Company, except for (i) dividends or other Distributions payable on the Class A Common Stock solely in the form of additional shares of Class A Common Stock for which adjustment in the Conversion Price is

made pursuant to Section 4(f)(v) or (ii) securities repurchased from former employees, officers, directors, consultants or other persons performing services for the Company or any subsidiary pursuant to agreements under which the Company has the option to repurchase such shares upon the occurrence of certain events, such as the termination of employment, as approved by the Board of Directors; (iii) securities repurchased upon the exercise of any right of first refusal as approved by the Board of Directors; or (v) as otherwise approved by the Board of Directors including the Preferred Director.

In addition, so long as at least 50% of the originally issued shares of Preferred Stock remain outstanding, in addition to any other vote required by law or this Articles of Incorporation, the Company shall not, either directly or by amendment, merger, consolidation or otherwise, without the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Preferred Stock, effect, or enter into any agreement to effect, any liquidation, dissolution or winding up of the Company or any transaction deemed to be liquidation, dissolution or winding up of the Company under this Articles of Incorporation, including any Liquidation Transaction.

6. Status of Converted Stock. In case any shares of Preferred Stock shall be converted pursuant to Section 4 hereof, the shares so converted shall be cancelled and may not be reissued.

7. Notices of Certain Events. In the event that the Company shall propose at any time:

(a) to declare any dividend or other Distribution upon its Class A Common Stock (or other stock or securities at the time issuable upon conversion of the Preferred Stock), whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(b) to offer for subscription to the holders of any class or series of its stock (by virtue of their being holders of such class or series, and not as a result of any contractual rights between the Company and any such holder) any additional shares of stock of any class or series or any other securities or property, or to receive any other rights;

(c) to effect any reclassification or recapitalization of its stock; or

(d) to effect any voluntary or involuntary liquidation dissolution or winding up of the Company (or deemed liquidation, dissolution or winding up);

then, in connection with each such event, this Company shall send to the holders of the Preferred Stock a notice specifying, as the case may be (i) the record or effective date of such event and (ii) the material terms, conditions of, and other material details relating to, the event. Such notice shall be sent at least 20 days prior to the record date or effective date for such event, and the Company shall promptly update such notice in the event of any changes in such terms and conditions.

8. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, or sent by overnight carrier to the post office address last shown on the records of the Company, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

9. Sections 502 and 503. Each holder of Preferred Stock shall be deemed to have consented, for purposes of Sections 502 and 503 of the California Corporations Code, to Distributions made by the Company in connection with the repurchase of shares of Common Stock from employees,

officers, directors or consultants of the Company in connection with the termination of their employment or services pursuant to agreements or arrangements approved by the Board of Directors.

ARTICLE V

1. **Class A Common Stock.** Unless otherwise indicated, references to "Section" or "subsection" in this Article V refer to sections and subsections of this Article V. The rights, preferences, privileges and restrictions granted to and imposed on the Class A Common Stock are as follows:

(a) **Dividend Rights.** Subject to the prior rights of holders of Preferred Stock as set forth in Section 2 of Article IV above, the holders of the Class A Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the Board of Directors. The Board of Directors shall be under no obligation to declare, and the Company shall be under no obligation to pay, such dividends.

(b) **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Company or a deemed liquidation, dissolution or winding up of the Company, or the occurrence of a Liquidation Transaction, the assets of the Company shall be distributed as provided in Section 3 of Article IV above.

(c) **Voting Rights.** Each holder of Class A Common Stock shall have the right to one vote per share of Class A Common Stock, and shall be entitled to notice of any shareholders' 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. Each holder of Class A Common Stock shall also have the voting rights, and be subject to the provisions of, Section 5 of Article IV above.

2. **Class B Common Stock.** The rights, preferences, privileges and restrictions granted to and imposed on the Class B Common Stock are as follows:

(a) **Dividend Rights.** Dividends shall not be paid on the Class B Common Stock.

(b) **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Company or a deemed liquidation, dissolution or winding up of the Company, or the occurrence of a Liquidation Transaction, the assets of the Company shall be distributed as provided in Section 3 of Article IV above.

(c) **Conversion.** The holder of the Class B Common Stock shall have conversion rights as follows:

(i) **Automatic Conversion Upon Transfer.** Upon the transfer or disposition of Class B Common Stock to any person or entity other than an Idealab Related Party, all shares of the Class B Common Stock then authorized and issued shall, upon such transfer, automatically be converted, in the aggregate, into one share of Class A Common Stock. For purposes of the preceding sentence, a "transfer" shall also be deemed to occur with respect to the Class B Common Stock held by an Idealab Related Party when such Idealab Related Party ceases to be an Idealab Related Party.

(ii) **Automatic Conversion Upon Failure to Maintain Minimum Ownership.** If the Idealab Related Parties collectively cease to own or control at least 10% of the outstanding shares of Class A Common Stock of the Company (assuming for these purposes that all issued and outstanding securities convertible into shares of Class A Common Stock have been so converted) at any time, all

shares of the Class B Common Stock then authorized and issued shall automatically be converted, in the aggregate, into one share of Class A Common Stock. For purposes hereof, "Idealab Related Party" shall mean any of (i) Idealab Holdings, L.L.C. ("Idealab Holdings"), (ii) Idealab, a California corporation ("Idealab"), (iii) any entity in respect of which Idealab and/or Idealab Holdings holds, directly or indirectly, a majority of the outstanding voting power (an "Idealab Sub") or (v) any successor of the foregoing. An Idealab Sub shall cease to be an Idealab Related Party if and when Idealab and/or Idealab Holdings ceases to own, directly or indirectly, a majority of the outstanding voting power in respect to such Idealab Sub.

(iii) Mechanics of Conversion. In the event of an automatic conversion pursuant to Section 2(c)(i) or 2(c)(ii), the outstanding shares of Class B Common Stock shall be converted automatically without any further action by the holder of such shares and whether or not the certificate representing such shares is surrendered to the Company or the transfer agent for such Class B Common Stock; and the Company shall not be obligated to issue a certificate evidencing the share of Class A Common Stock issuable upon such automatic conversion unless the certificate evidencing such shares of Class B Common Stock is either delivered to the Company or the transfer agent for such Class B Common Stock as provided above, or the holder notifies the Company or the transfer agent for the Class B Common Stock that such certificate has been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificate. The Company shall, as soon as practicable thereafter, issue and deliver to such address as the holder may direct, a certificate for the share of Class A Common Stock to which such holder shall be entitled.

(iv) Status of Converted Stock. In the event the shares of Class B Common Stock shall be converted pursuant to this Section 2(c), the shares so converted shall be canceled and shall not be reissued by the Company.

(d) Voting Rights. Each holder of Class B Common Stock shall have the voting rights, and be subject to the provisions of, Section 5 of Article IV above. In addition to any other vote required by law, the affirmative vote of the holder of the Special Stock or Class B Common Stock shall be required to do any of the following (whether by direct action, by amendment, by reclassification, by merger or otherwise):

(i) effect any charter amendment or enter into any agreement that limits the authority of the Company's board of directors to direct the affairs of the Company in a manner that the holder of the Special Stock or Class B Common Stock, based on advice of counsel, reasonably determines would adversely affect its status under the Investment Company Act of 1940, as amended;

(ii) issue any capital stock or securities convertible into capital stock or take any other action, that, in each case, results or may result in the automatic conversion of the Special Stock;

(iii) increase or decrease the number of authorized shares of Special Stock or Class B Common Stock or reclassify the Special Stock or Class B Common Stock;

(iv) take any action (whether by merger, by operation of law or otherwise) that adversely affects the voting, director designation, conversion or other rights of the Special Stock or the Class B Common Stock or the holders thereof;

(v) enter into any agreement or arrangement under which any shareholder or "group" of shareholders (as "group" is used in Rule 13d-1 under the Securities Exchange Act of 1934, as amended) is granted the right to designate or appoint any directors;

or
(vi) increase or decrease the authorized number of directors of the Company;

(vii) amend this Section 2(d).

3. **Special Stock.** The rights, preferences, privileges and restrictions granted to and imposed on the Special Stock are as follows:

(a) **Dividend Rights.** Dividends shall not be paid on the Special Stock.

(b) **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Company or a deemed liquidation, dissolution or winding up of the Company, or the occurrence of a Liquidation Transaction, the assets of the Company shall be distributed as provided in Section 3 of Article IV above.

(c) **Conversion.** The holder of the Special Stock shall have conversion rights as follows:

(i) **Right to Convert.** Subject to Section 3(c)(iv), the Special Stock shall be convertible, at the option of the holder thereof (provided such holder is an Idealab Related Party (as defined in Section 5 of Article IV above)), at any time after the date of issuance of such share, at the office of the Company or any transfer agent for the Special Stock, into one share of Class A Common Stock.

(ii) **Automatic Conversion upon Qualified IPO.** Upon the closing of a Qualified Initial Public Offering, the Special Stock shall automatically be converted into that number of shares of Class B Common Stock having the total voting power (expressed as a percentage of the total voting power of all shares of the Company outstanding and entitled to vote immediately after the Qualified Initial Public Offering and assuming for these purposes that all issued and outstanding securities directly or indirectly convertible into shares of Class A Common Stock (or other voting stock) have been so converted) equal to that percentage needed to enable the Idealab Related Parties collectively to vote the Special Voting Percentage (as defined in Section 5 of Article IV above), after aggregating all shares that were issued upon the closing of the Qualified Initial Public Offering.

(iii) **Automatic Conversion Upon Transfer.** Upon the transfer or disposition of the share of Special Stock to any person or entity other than an Idealab Related Party, such share of Special Stock shall, upon such transfer, automatically be converted into one share of Class A Common Stock. For purposes of the preceding sentence, a "transfer" shall also be deemed to occur with respect to the share of Special Stock held by an Idealab Related Party when such Idealab Related Party ceases to be an Idealab Related Party.

(iv) **Automatic Conversion Upon Failure to Maintain Minimum Ownership.** Notwithstanding the foregoing, if the Idealab Related Parties collectively cease to own or control at least 10% of the outstanding shares of Class A Common Stock of the Company (assuming for these purposes that all issued and outstanding securities of the Company convertible into shares of Class A Common Stock have been so converted) at any time, including, without limitation, upon a conversion pursuant to Section 3(c)(i) or 3(c)(ii), the share of Special Stock shall automatically be converted into one share of Class A Common Stock.

(v) Mechanics of Conversion. No fractional shares of Class A Common Stock or Class B Common Stock shall be issued upon conversion of the Special Stock. The number of shares of Class A Common Stock or Class B Common Stock into which the Special Stock is convertible shall be rounded up to the nearest whole share. Before the holder of the Special Stock shall be entitled to convert the same into Class A Common Stock pursuant to Section 3(c)(i), such holder shall surrender the certificate therefor, duly endorsed, at the office of the Company or of any transfer agent for the Special Stock, and shall give written notice by registered mail, postage prepaid, to the Company at its principal corporate office, of the election to convert the same, and such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the Special Stock to be converted. In the event of an automatic conversion pursuant to Section 3(c)(ii), 3(c)(iii) or 3(c)(iv), the outstanding share of Special Stock shall be converted automatically without any further action by the holder of such share and whether or not the certificate representing such share is surrendered to the Company or the transfer agent for such Special Stock, and the Company shall not be obligated to issue certificates evidencing the shares of Class A Common Stock or Class B Common Stock issuable upon such automatic conversion unless the certificate evidencing such share of Special Stock is either delivered to the Company or the transfer agent for such Special Stock as provided above, or the holder notifies the Company or the transfer agent for such Special Stock that such certificate has been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificate. The Company shall, as soon as practicable thereafter, issue and deliver to such address as the holder may direct, a certificate or certificates for the number of shares of Class A Common Stock or Class B Common Stock to which such holder shall be entitled.

(vi) Status of Converted Stock. In the event the share of Special Stock shall be converted pursuant to this Section 3(c), the share so converted shall be canceled and shall not be reissued by the Company.

(d) Voting Rights. Each holder of Special Stock shall have the voting rights, and be subject to the provisions of, Section 5 of Article IV above and Section 2(d).

ARTICLE VI

1. Limitation of Directors' and Officers' Liability. To the fullest extent permitted by applicable law as the same exists or may hereafter be amended, a director of the Company shall not be personally liable to the Company or its shareholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exception from liability or limitation thereof is not permitted under applicable law as the same exists or may hereafter be amended. To the fullest extent permitted by applicable law, this Company is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and other agents of this Company (and any other persons to which applicable law permits this Company to provide indemnification), through bylaw provisions, agreements with any such director, officer, employee or other agent or other person, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification and advancement otherwise permitted by applicable law, and to purchase and maintain at the Company's expense insurance to indemnify or insure directors, officers and employees against liability, subject only to limits created by applicable law (statutory or nonstatutory), with respect to actions for breach of duty to a Company, its shareholders and others. Neither any amendment nor repeal of this provision, nor the adoption of any provisions of this Articles of Incorporation inconsistent with this provision, shall eliminate or reduce the effect of this provision in respect of any matter occurring, or any cause of action, suit or claim that, but for this provision, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

2. Amendment of Articles. Subject to any additional vote required under Article IV, the Company reserves the right to amend, alter, change or repeal any provision contained in this Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

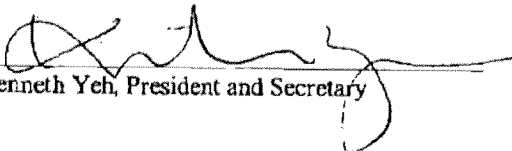
3. Excluded Opportunities. To the fullest extent permitted under law, the Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction, or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Company who is not an employee of the Company or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, manager, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Company or any of its subsidiaries.

C. The foregoing Amended and Restated Articles of Incorporation has been duly approved by the Board of Directors.

D. The foregoing Amended and Restated Articles of Incorporation have been duly approved by the required vote of shareholders of this corporation in accordance with Sections 902 and 903 of the California Corporations Code. There are 1,499,000 shares of Common Stock, 606,666 of which are outstanding; 333,334 shares of Series A Preferred Stock, all of which are outstanding; and 126,892 shares of Series A1 Preferred Stock, 69,241 of which are outstanding. The approval of the holders of a majority of the outstanding shares of Common Stock and the holders of a majority of the outstanding shares of Preferred Stock was required to pass this amendment and restatement. The number of shares voting in favor of the amendment and restatement equaled or exceeded the vote required.

The undersigned further declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof, and that the same is true of his knowledge.

Executed at Los Angeles, California, 2/4, 2011


Kenneth Yeh, President and Secretary



I hereby certify that the foregoing transcript of 17 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

FEB 18 2011

Date: _____ SMS

Debra Bowen

DEBRA BOWEN, Secretary of State