

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	This submission is to correct the spelling of the Receiving Party (Assignee)'s street name in the original cover sheet recorded at Reel/Frame 030609/0389. The address name should be West Cypress Creek Road.
CONVEYING PARTY DATA	
Name	Execution Date
Bytemobile, Inc.	07/09/2012
RECEIVING PARTY DATA	
Name:	Citrix Systems, Inc.
Street Address:	851 West Cypress Creek Road
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33309
PROPERTY NUMBERS Total: 40	
Property Type	Number
Application Number:	10871905
Patent Number:	7586871
Patent Number:	8312172
Application Number:	11439003
Application Number:	11439009
Patent Number:	8312074
Application Number:	11432951
Patent Number:	8181107
Application Number:	13470954
Application Number:	13471019
Application Number:	13471057
Application Number:	13471076
Application Number:	12328679
Patent Number:	7987243

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Patent Number:	7987285
Patent Number:	8230105
Application Number:	13557086
Patent Number:	7991904
Patent Number:	8255551
Application Number:	13596916
Application Number:	12368260
Application Number:	12341307
Application Number:	12580212
Application Number:	12751951
Patent Number:	8429169
Application Number:	13436658
Application Number:	13436671
Application Number:	13492032
Application Number:	13492619
Application Number:	13491955
Application Number:	13536285
Application Number:	13536350
Application Number:	13536616
Application Number:	13537434
Application Number:	13536430
Patent Number:	7136353
Patent Number:	7444418
Patent Number:	7099273
Patent Number:	7024460
Patent Number:	7031314

# CORRESPONDENCE DATA

Fax Number: 2024084400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2024084000  
Email: cindy.baglietto@finnegan.com  
Correspondent Name: Finnegan Henderson et al.  
Address Line 1: 901 New York Avenue  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001-4413

NAME OF SUBMITTER:	Aaron J. Capron
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**PATENT**  
**REEL: 031287 FRAME: 0875**

/Aaron J Capron/

Date:

09/17/2013

**Total Attachments: 20**

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Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

**PATENT ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT										
<b>NATURE OF CONVEYANCE:</b>	MERGER										
<b>EFFECTIVE DATE:</b>	07/09/2012										
<b>CONVEYING PARTY DATA</b>											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Bytemobile, Inc.</td><td>07/09/2012</td></tr></tbody></table>	Name	Execution Date	Bytemobile, Inc.	07/09/2012							
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<b>Patent Number:</b> 7031314	
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2024084400
<b>Phone:</b>	2024084000
<b>Email:</b>	cindy.baglietto@finnegan.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Finnegan Henderson et al.
<b>Address Line 1:</b>	901 New York Avenue
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001-4413
<b>NAME OF SUBMITTER:</b>	Aaron J. Capron
<b>Signature:</b>	/Aaron J. Capron/
<b>Date:</b>	06/13/2013
<b>Total Attachments: 13</b> source=DOC038#page1.tif source=DOC038#page2.tif source=DOC038#page3.tif source=DOC038#page4.tif source=DOC038#page5.tif source=DOC038#page6.tif source=DOC038#page7.tif source=DOC038#page8.tif source=DOC038#page9.tif source=DOC038#page10.tif source=DOC038#page11.tif source=DOC038#page12.tif source=DOC038#page13.tif	
<b>RECEIPT INFORMATION</b>	
<b>EPAS ID:</b>	PAT2426495
<b>Receipt Date:</b>	06/13/2013
<b>Fee Amount:</b>	\$1600

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**CITRIX SYSTEMS, INC.**

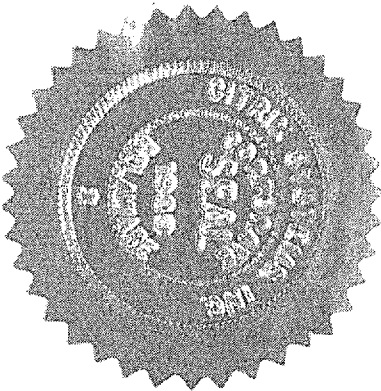
**CERTIFICATE OF SECRETARY**

I, Antonio G. Gomes, certify that I am the duly elected, qualified and acting Secretary of Citrix Systems, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation").

I further certify that Citrix Systems, Inc., a Delaware corporation ("Parent"), Beringer Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Buyer ("Subsidiary") (collectively, "Buyer"), Bytemobile, Inc., a Delaware corporation ("Bytemobile"), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in the capacity as the Holder Representative, entered into an Agreement and Plan of Merger, dated as of May 31, 2012 (the "Agreement"), whereby Buyer acquired Bytemobile and all of its subsidiaries and affiliates by merging Subsidiary with and into Bytemobile on July 9, 2012 (the "Merger").

I further certify that attached to this Certificate as Schedule 1 is a true, correct and complete copy of the certified Certificate of Merger filed with the Delaware Secretary of State on July 9, 2012.

**IN WITNESS WHEREOF**, I have hereunto set my hand as Secretary of the Corporation, and affixed the corporate seal of the Corporation, on 21<sup>st</sup> day of January 2013.



CITRIX SYSTEMS, INC.

By: Antonio Gomes  
Antonio G. Gomes  
Vice President, Deputy General Counsel &  
Corporate Secretary

Schedule 1

Certificate of Merger



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BERINGER ACQUISITION CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "BYTEMOBILE, INC." UNDER THE NAME OF "BYTEMOBILE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINTH DAY OF JULY, A.D. 2012, AT 8:04 O'CLOCK A.M.

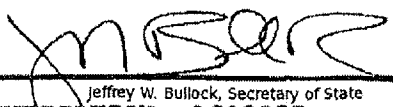
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3255024 8100M

120814059

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



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9693885

DATE: 07-09-12

PATENT  
REEL: 031287 FRAME: 0882

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 08:04 AM 07/09/2012  
FILED 08:04 AM 07/09/2012  
SRV 120814059 - 5159774 FILE

CERTIFICATE OF MERGER

MERGING

BERINGER ACQUISITION CORPORATION  
(a Delaware corporation)

WITH AND INTO

BYTEMOBILE, INC.  
(a Delaware corporation)

July 9, 2012

Pursuant to Section 251 of the General Corporation Law of the State of Delaware, the undersigned surviving corporation submits the following Certificate of Merger for filing and does hereby certify that:

FIRST: The name and state of incorporation of each of the constituent corporations is as follows:

- (a) Bytemobile, Inc., a corporation organized and existing under the laws of the State of Delaware ("Bytemobile"); and
- (b) Beringer Acquisition Corporation, a corporation organized and existing under the laws of the State of Delaware ("Merger Sub").

SECOND: The Agreement and Plan of Merger, by and among Citrix Systems, Inc., Bytemobile, Merger Sub and Shareholder Representative Services LLC, as the representative of Bytemobile's stockholders, dated as of May 31, 2012 (the "Merger Agreement"), has been approved, adopted, executed and acknowledged by the parties to the Merger Agreement in accordance with the requirements of Section 251(c) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Bytemobile, Inc. (the "Surviving Corporation").

FOURTH: The certificate of incorporation of Bytemobile shall be amended and restated in its entirety, as set forth in Exhibit A attached hereto, and such certificate of incorporation, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation at Bytemobile, Inc., 2860 De La Cruz Blvd., 2nd Floor, Santa Clara, CA 95050.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either Bytemobile or Merger Sub.

SEVENTH: That this Certificate of Merger shall become effective upon filing hereof with the Secretary of State of the State of Delaware.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the date first set forth above, and is being filed in accordance with Section 251 of the General Corporation Law of the State of Delaware, by an authorized officer of the Surviving Corporation.

**BYTEMOBILE, INC.**

By: /s/ Tom Hubbs

Name: Tom Hubbs

Title: Chief Financial Officer

**EXHIBIT A**

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
BYTEMOBILE, INC.**

\*\*\*\*\*

**FIRST.** The name of the corporation is Bytemobile, Inc. (the "Corporation").

**SECOND.** The address of the registered office of the Corporation in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, New Castle County, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

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

**FOURTH.** The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares of Common Stock with a par value of one-tenth of one cent (\$.001) per share.

A description of the respective classes of stock and a statement of the designations, powers, preferences and rights, and the qualifications, limitations and restrictions of the Common Stock are as follows:

**1. COMMON STOCK**

**A. Voting Rights.** Except as otherwise required by law or this Certificate of Incorporation, each holder of Common Stock shall have one vote in respect of each share of stock held by him of record on the books of the Corporation for the election of directors and on all matters submitted to a vote of stockholders of the Corporation.

**B. Dividends.** The holders of shares of Common Stock shall be entitled to receive, when and if declared by the Board of Directors of the Corporation (the "Board of Directors"), out of the

assets of the Corporation which are by law available therefor, dividends payable either in cash, in property or in shares of capital stock.

C. Dissolution, Liquidation or Winding Up. In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, holders of Common Stock shall be entitled, unless otherwise provided by law or this Certificate of Incorporation, to receive all of the remaining assets of the Corporation of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively.

FIFTH. The corporation is to have perpetual existence.

SIXTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware:

1. The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.
2. Elections of directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.
3. The books of the Corporation may be kept at such place within or without the State of Delaware, as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board of Directors.

SEVENTH.

1. Actions, Suits and Proceedings Other than by or in the Right of the Corporation.

The Corporation shall indemnify, to the fullest extent permitted by applicable law, each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he is or was, or has agreed to become a director, officer, employee or agent of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, employee, agent or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have

been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. Notwithstanding anything to the contrary in this Article, except as set forth in Section 6 below, the Corporation shall not indemnify an Indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by the Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation.

2. Actions of Suits by or in the Right of the Corporation. The Corporation shall indemnify any Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was, or has agreed to become, a director, officer, employee or agent of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, employee, agent or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with such action, suit or proceeding and any appeal therefrom, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action of suit was brought shall determine upon

application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) which the Court of Chancery of Delaware or such other court shall deem proper.

3. Indemnification for Expenses of Successful Party. Notwithstanding the other provisions of this Article, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, he shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by him or on his behalf in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to the Indemnitee, (ii) an adjudication that the Indemnitee was liable to the Corporation, (iii) a plea of guilty or *nolo contendere* by the Indemnitee, (iv) an adjudication that the Indemnitee did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that the Indemnitee had reasonable cause to believe his conduct was unlawful, the Indemnitee shall be considered for the purpose hereof to have been wholly successful with respect thereto.

4. Notification and Defense of Claim. As a condition precedent to his right to be indemnified, the Indemnitee must notify the Corporation in writing as soon as reasonably practicable of any action, suit, proceeding or investigation involving him for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnitee. After notice from the Corporation to the Indemnitee of its election so to assume such defense, the Corporation shall not be liable to the Indemnitee for any legal or other expenses subsequently incurred by the Indemnitee in connection with such claim, other than as provided below in this Section 4. The Indemnitee shall have the right to employ his own counsel in connection with such claim, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the

expense of the Indemnitee unless (i) the employment of counsel by the Indemnitee has been authorized by the Corporation, (ii) counsel to the Indemnitee shall have reasonably concluded that there may be a conflict of interest or the Corporation and the Indemnitee may have conflicting positions on any significant issue between the Corporation and the Indemnitee in the conduct of the defense of such action, or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of the Indemnitee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for the Indemnitee shall have reasonably made the conclusion provided for in clause (ii) above.

5. Advance of Expenses. Subject to the provisions of Section 6 below, in the event that the Corporation does not assume the defense pursuant to Section 4 of this Article of any action, suit, proceeding or investigation of which the Corporation receives notice under this Article, any expenses (including attorneys' fees) incurred by an Indemnitee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter, provided, however, that the payment of such expenses incurred by an Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article. Such undertaking may be accepted without reference to the financial ability of such person to make such repayment.

6. Procedure for Indemnification. In order to obtain indemnification or advancement of expenses pursuant to Section 1, 2, 3 or 5 of this Article, the Indemnitee shall submit to the Corporation a written request, including in such request such documentation and information as is reasonably available to the Indemnitee and is reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification or advancement of expenses. Any such indemnification or advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the



Corporation of the written request of the Indemnitee, unless with respect to requests under Section 1, 2 or 5 the Corporation determines, by clear and convincing evidence, within such 60-day period that the Indemnitee did not meet the applicable standard of conduct set forth in Section 1 or 2, as the case may be. Such determination shall be made in each instance by (i) a majority vote of the directors of the Corporation who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), even though less than a quorum, (ii) by a committee of disinterested directors designated by a majority of the disinterested directors, even though less than a quorum, (iii) if there are no such disinterested directors, or if such disinterested directors so direct, by independent legal counsel (who may be regular legal counsel to the corporation) in a written opinion, (iv) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, or (v) the Delaware Court of Chancery.

7. Remedies. The right to indemnification or advances as granted by this Article shall be enforceable by the Indemnitee in any court of competent jurisdiction if the Corporation denies such request, in whole or in part, or if no disposition thereof is made within the 60-day period referred to above in Section 6. Unless otherwise provided by law, the burden of proving that the Indemnitee is not entitled to indemnification or advancement of expenses under this Article shall be on the Corporation. Neither the failure of the Corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because the Indemnitee has met the applicable standard of conduct, nor an actual determination by the Corporation pursuant to Section 6 that the Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the Indemnitee has not met the applicable standard of conduct. The Indemnitee's expenses (including attorneys' fees) incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the Corporation.

8. Subsequent Amendment. No amendment, termination or repeal of this Article or of the relevant provisions of the General Corporation Law of the State of Delaware or any other applicable laws shall affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof

with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

9. **Other Rights.** The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), by-law, agreement or vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in any other capacity while holding office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of the Indemnitee. Nothing contained in this Article shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article. In addition, the Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

10. **Partial Indemnification.** If an Indemnitee is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by him or on his behalf in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify the Indemnitee for the portion of such expenses (including attorneys' fees), judgments, fines or amounts paid in settlement to which the Indemnitee is entitled.

11. **Insurance.** The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

12. Merger or Consolidation. If the Corporation is merged into or consolidated with another corporation and the Corporation is not the surviving corporation, the surviving corporation shall assume the obligations of the Corporation under this Article with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.

13. Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by an applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

14. Definitions. Terms used herein and defined in Section 145(h) and Section 145(i) of the General Corporation Law of the State of Delaware shall have the respective meanings assigned to such terms in such Section 145(h) and Section 145(i).

15. Subsequent Legislation. If the General Corporation Law of the State of Delaware is amended after adoption of this Article to expand further the indemnification permitted to Indemnitees, then the Corporation shall indemnify such persons to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

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

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