

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2726720

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
RELATED CONTENT DATABASE, INC.	05/03/2013
RECEIVING PARTY DATA	
Name:	WATCHWITH, INC.
Street Address:	66 MINT STREET
Internal Address:	3RD FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	95008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13523829
CORRESPONDENCE DATA	
Fax Number:	(408)236-6641
Email:	assignment@mpkpatentlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MAHAMEDI PARADICE KREISMAN LLP
Address Line 1:	1901 S. BASCOM AVE.
Address Line 2:	SUITE 600
Address Line 4:	CAMPBELL, CALIFORNIA 95008
ATTORNEY DOCKET NUMBER:	RCDB.P103
NAME OF SUBMITTER:	LAUANA TEIXEIRA
Signature:	/Lauana Teixeira/
Date:	02/13/2014

**Total Attachments: 25**

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# 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 RESTATED CERTIFICATE OF "RELATED CONTENT DATABASE, INC.", CHANGING ITS NAME FROM "RELATED CONTENT DATABASE, INC." TO "WATCHWITH, INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF MAY, A.D. 2013, AT 5:06 O'CLOCK P.M.

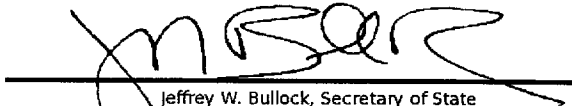
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4178286 8100

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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: 0409764

DATE: 05-06-13

PATENT  
REEL: 032264 FRAME: 0327

**SECOND AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION**

**OF**

**RELATED CONTENT DATABASE, INC.**

The undersigned, Zane Vella, hereby certifies that:

1. The undersigned is the duly elected and acting Chief Executive Officer and Secretary of Related Content Database, Inc., a Delaware corporation.
2. The Certificate of Incorporation of this corporation was originally filed with the Secretary of State of Delaware on June 20, 2006 under the name Related Content Database, Inc.
3. The Certificate of Incorporation of this corporation shall be amended and restated to read in full as follows:

**ARTICLE I**

The name of this corporation is Watchwith, Inc. (the "Corporation").

**ARTICLE II**

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

**ARTICLE III**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (the "DGCL").

**ARTICLE IV**

**Reverse Stock Split:** Upon the effective date of the filing of this Second Amended and Restated Certificate of Incorporation (the "Effective Date"), each share of the Corporation's then-outstanding shares of Common Stock and Series A Preferred Stock, each with a par value of \$0.0001 per share, shall be converted and reconstituted into one-tenth (1/10th) of a share of Common Stock and Series A Preferred Stock, respectively, each with a par value of \$0.0001 per share (the "Reverse Stock Split"). No fractional shares shall be issued upon the Reverse Stock Split of any share or shares of the Common Stock or Series A Preferred Stock. Whether or not fractional shares would have been issuable (but for the preceding sentence) upon the Reverse Stock Split shall be determined, with respect to Common Stock, on the basis of the total number of shares of Common Stock held by each holder, and with respect to Series A Preferred Stock, on the basis of the total number of shares of Series A Preferred Stock held by each holder. In

lieu of issuing fractional shares upon the Reverse Stock Split, the Corporation shall pay holders the fair market value, as of the effective date of the filing of this Second Amended and Restated Certificate of Incorporation ("Restated Certificate") as determined by the Corporation's Board of Directors, of the fractional shares that would be issued upon the Reverse Stock Split but for the second sentence of this paragraph. All share amounts, amounts per share and per share numbers set forth in this Restated Certificate have been appropriately adjusted to reflect the Reverse Stock Split.

**Recapitalization:** Effective immediately upon the filing of this Restated Certificate with the Delaware Secretary of State (after giving effect to the Reverse Stock Split), each issued and outstanding share of Series A Preferred Stock (the "Existing Series A Preferred Stock") on such date shall, automatically and without any action on the part of the respective holders thereof, be reclassified, changed and converted into and become one share of Common Stock; provided however, that if a holder of such shares of Existing Series A Preferred Stock or its affiliates (an "Existing Series A Preferred Stock Holder") purchases new Series A Preferred Stock on or within sixty (60) days of the initial sale of Series A Preferred Stock after the filing of this Restated Certificate, then the shares of Existing Series A Preferred Stock of such Existing Series A Preferred Stock Holder shall be reclassified, changed and converted into and become shares of Series A-1 Preferred Stock in such number as determined below (but not to exceed the existing number of shares of Existing Series A Preferred Stock held by such Holder after giving effect to the Reverse Stock Split) and any remaining shares of Existing Series A Preferred Stock of such Existing Series A Preferred Stock Holder not so converted into Series A-1 Preferred Stock shall be reclassified, changed and converted into and become shares of Common Stock:

With respect to the shares of Existing Series A Preferred Stock owned by any Existing Series A Preferred Stock Holder, the number of shares of Existing Series A Preferred Stock to be reclassified, changed and converted into Series A-1 Preferred Stock (rather than Common Stock) shall equal the following formula:

If, IA (as defined below) for such Existing Series A Preferred Stock Holder is equal to or greater than (PRO \* TO) (as defined below), then all shares of Existing Series A Preferred Stock of such Existing Series A Preferred Stock Holder shall be reclassified, changed and converted into Series A-1 Preferred Stock of the Company;

If, IA for such Existing Series A Preferred Stock Holder is less than the (PRO \* TO), then:

$$A1 = OSA * ((IA) / (PRO * TO))$$

Whereas, for each Existing Series A Holder:

"A1" equals the number of shares of Series A-1 Preferred Stock to be reclassified, changed and converted from Existing Series A Preferred Stock owned by such Existing Series A Preferred Stock Holder not to exceed in any case, such Holder's total number of shares of Existing Series A Preferred Stock; any remaining shares

of Existing Series A Preferred Stock not so converted into Series A-1 Preferred Stock will be deemed to be reclassified, changed and converted into the same number of shares of Common Stock);

"**OSA**" equals the number of shares of Existing Series A Preferred Stock owned by such Existing Series A Preferred Stock Holder as of the closing of the initial sale of Series A Preferred Stock after the filing of the Restated Certificate;

"**IA**" equals the aggregate amount invested by such Existing Series A Preferred Stock Holder (including its affiliates) to purchase Series A Preferred Stock of the Company on or within sixty (60) days of the first sale of Series A Preferred Stock after the filing of this Restated Certificate (as either a new investment or through the conversion or cancellation of existing convertible notes into or for Series A Preferred Stock of the Company);

"**PRO**" equals the fraction (A) the numerator of which is number of Existing Series A Preferred Stock shares owned by such holder and (B) the denominator of which is the total outstanding shares of Common Stock and Existing Series A Preferred Stock of the Company as of the filing of the Restated Certificate, calculated on a fully diluted basis (excluding any existing warrants and convertible notes, but including all outstanding option grants of Common Stock); and

"**TO**" equals \$4,647,052.

(A) **Classes of Stock.** The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 35,000,000 shares, each with a par value of \$0.0001 per share. 20,000,000 shares shall be Common Stock and 15,000,000 shares shall be Preferred Stock.

(B) **Rights, Preferences and Restrictions of Preferred Stock.** The Preferred Stock authorized by this Restated Certificate may be issued from time to time in one or more series. 1,200,000 shares of Preferred Stock shall be designated "**Series A-1 Preferred Stock**". 13,800,000 shares of Preferred Stock shall be designated "**Series A Preferred Stock**". The rights, preferences, privileges, and restrictions granted to and imposed on the Preferred Stock are as set forth below in this Article IV(B).

1. **Dividend Provisions.** 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 declaration, payment or setting aside of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the shares of any other class or series of capital stock of the Corporation, at the rate of 8.0% per annum per share on the original per share issuance price of the Existing Series A Preferred Stock of \$0.7847 (as adjusted for stock splits, stock dividends, combinations, reclassifications and the

like) (the "Series A Original Issuance Price") on each outstanding share of Series A Preferred Stock then held by them, payable when, as and if declared by the Board of Directors of the Corporation (the "Board of Directors"). Subject to the rights of the Series A Preferred Stock, the holders of shares of Series A-1 Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration, payment or setting aside of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the shares of Common Stock of the Corporation, at the rate of 8.0% per annum per share on the original per share issuance price of the Series A-1 Preferred Stock of \$2.7961 (as adjusted for stock splits, stock dividends, combinations, reclassifications and the like) (the "Series A-1 Original Issuance Price") on each outstanding share of Series A-1 Preferred Stock then held by them, payable when, as and if declared by the Board of Directors of the Corporation. Such dividends shall not be cumulative. After payment of such dividends, any additional dividends shall be distributed among the holders of Series A Preferred Stock, Series A-1 Preferred Stock and Common Stock pro rata based on the number of shares of Common Stock then held by each holder (treating for this purpose all shares of Series A Preferred Stock and Series A-1 Preferred Stock then outstanding as if they had been converted to Common Stock pursuant to the terms of this Restated Certificate immediately prior to such time).

## 2. Liquidation.

(a) Preference. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or funds of the Corporation to the holders of shares of any other class or series of capital stock, by reason of their ownership thereof, an amount per share equal to the Series A Original Issuance Price for each outstanding share of Series A Preferred Stock then held by them, plus any declared or accrued but unpaid dividends (the "Series A Liquidation Preference"). If a portion of the proceeds of a Liquidation Transaction is subject to escrow, the Series A Liquidation Preference shall not be abrogated or diminished by the escrowed amount. If, upon the occurrence of a Liquidation Transaction, the assets and funds thus distributed among the holders of Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid Series A Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series A Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after payment in full of the Series A Liquidation Preference, the holders of Series A-1 Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets or funds of the Corporation to the holders of shares of any other class or series of capital stock, by reason of their ownership thereof, an amount per share equal to \$2.7961 for each outstanding share of Series A-1 Preferred Stock then held by them, plus any declared or accrued but unpaid dividends (the "Series A-1 Liquidation Preference"). If a portion of the proceeds of a Liquidation Transaction is subject to escrow, subject to the preference of the

Series A Liquidation Preference, the Series A-1 Liquidation Preference shall not be abrogated or diminished by the escrowed amount. If, upon the occurrence of a Liquidation Transaction, subject to the preference of the Series A Liquidation Preference, the assets and funds thus distributed among the holders of Series A-1 Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid Series A-1 Liquidation Preference, then, subject to the preference of the Series A Liquidation Preference, the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series A-1 Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive

(b) **Remaining Assets.** Upon the completion of the distribution required by Section 2(a) above, the remaining assets and funds of the Corporation available for distribution to stockholders shall be distributed among the holders of Series A Preferred Stock and Common Stock pro rata based on the number of shares of Common Stock held by each (treating for this purpose all shares of Series A Preferred Stock then outstanding as if they had been converted to Common Stock pursuant to the terms of this Restated Certificate immediately prior to any liquidation, dissolution or winding up of the Corporation or any Liquidation Transaction).

(c) **Certain Acquisitions.**

(i) **Deemed Liquidation.** For purposes of this Section 2, a liquidation, dissolution, or winding up of the Corporation shall be deemed to occur if the Corporation or any of its subsidiaries, in a single transaction or series of related transactions, shall sell, lease, grant an exclusive license to, convey, or otherwise dispose of all or substantially all of the assets of the Corporation and its Subsidiaries, sell or dispose (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries (except where such sale or disposition is to a wholly-owned subsidiary of the Corporation), or merge with or into or consolidate with any other corporation, limited liability company or other entity (other than a wholly-owned subsidiary of the Corporation) (any such transaction, a "Liquidation Transaction"), provided that none of the following shall be considered a Liquidation Transaction: (A) a merger effected exclusively for the purpose of changing the domicile of the Corporation, or (B) a transaction in which the stockholders of the Corporation immediately prior to the transaction own 50% or more of the voting power of the surviving corporation following the transaction. In the event of a merger or consolidation of the Corporation that is deemed pursuant to this section to be a Liquidation Transaction, all references in this Section 2 to "assets of the Corporation" shall be deemed instead to refer to the aggregate consideration to be paid to the holders of the Corporation's capital stock in such merger or consolidation. Nothing in this subsection 2(c)(i) shall require the distribution to stockholders of anything other than proceeds of such transaction in the event of a merger or consolidation of the Corporation, and the Corporation shall not have the power to effect a Liquidation Transaction unless the purchase agreement or agreement or plan of merger or consolidation for such transaction (the "Purchase Agreement") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2(a) and 2(b) of this Restated Certificate.



The holders of at least majority of the outstanding shares of Series A Preferred Stock and Series A-1 Preferred Stock, voting together as a single class of stock on an as converted basis (the "Preferred Stock Majority"), shall be entitled to waive the treatment of a Liquidation Transaction under this Section.

(ii) Valuation of Consideration. In the event of a Liquidation Transaction, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability:

(1) If traded on a securities exchange, the value shall be based on a formula approved in good faith in accordance with its fiduciary duties by the Board of Directors and derived from the average of the closing prices of the securities on such exchange a period approved by the Board of Directors;

(2) If actively traded over-the-counter, the value shall be based on a formula approved in good faith in accordance with its fiduciary duties by the Board of Directors and derived from the average of the closing prices of the securities on such exchange a period approved by the Board of Directors; and

(3) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors.

(B) 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 specified above in Section 2(c)(ii)(A) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors.

(d) Notice of Liquidation Transaction. The Corporation shall give each holder of record of Preferred Stock written notice of any impending Liquidation Transaction not later than 10 days prior to the stockholders' meeting called to approve such Liquidation Transaction, or 10 days prior to the closing of such Liquidation Transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such Liquidation Transaction. The first of such notices shall describe the material terms and conditions of the impending Liquidation Transaction and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. Unless such notice requirements are waived, the Liquidation Transaction shall not take place sooner than 10 days after the Corporation has given the first notice provided for herein or sooner than 10 days after the Corporation has given notice of any material changes provided for herein. Notwithstanding the other provisions of this Restated Certificate, all notice periods or requirements in this Restated Certificate may be shortened or waived, either before or after the action for which notice is required, upon the vote or written consent of at least 66% of the

outstanding shares of Series A Preferred Stock, voting as a separate class of stock (the "Series A Supermajority").

(e) Effect of Noncompliance. In the event the requirements of Section 2(d) are not complied with, the Corporation shall forthwith either cause the closing of the Liquidation Transaction to be postponed until the requirements of this Section 2 have been complied with, or cancel such Liquidation Transaction, in which event the rights, preferences, privileges and restrictions of the holders of Preferred Stock shall revert to and be the same as such rights, preferences, privileges and restrictions existing immediately prior to the date of the first notice referred to in Section 2(d).

(f) Effect of Liquidation Transaction. In the event of a Liquidation Transaction, if the Corporation does not distribute the consideration received by the Corporation and its subsidiaries in connection with such Liquidation Transaction (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors), together with any other assets of the Corporation available for distribution to its stockholders to the stockholders of the Corporation in accordance with subsections 2(a) and 2(b) within 90 days after such Liquidation Transaction, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the 90th day after the Liquidation Transaction advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if Preferred Stock Majority so request in a written instrument delivered to the Corporation not later than 120 days after such Liquidation Transaction, then the Corporation shall use the consideration received by the Corporation and its subsidiaries for such Liquidation Transaction (net of any retained liabilities associated with the assets sold or technology licensed and other liabilities of the Corporation, as determined in good faith by the Board of Directors), together with any other assets of the Corporation available for distribution to its stockholders (the "Available Proceeds"), to the extent legally available therefor, subject to the preferences of subsection 2(a) above on the 150th day after such Liquidation Transaction, to redeem all outstanding shares of Series A Preferred Stock and Series A-1 Preferred Stock at a price per share equal to the Series A Liquidation Preference and Series A-1 Preferred Liquidation Preference. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series A Preferred Stock and Series A-1 Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Preferred Stock and Series A-1 Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. Prior to the distribution or redemption provided for in this Section 2(f), the Corporation shall not expend or dissipate the consideration received from a Liquidation Transaction, except to discharge expenses incurred in connection with such Liquidation Transaction or pre-existing liabilities and indebtedness of the Corporation and costs and expenses of the Corporation reasonably necessary for the orderly winding-down and dissolution

of the Corporation in accordance with DGCL, including, without limitation any costs and expenses in preparing final tax returns and state filings and notices.

(g) **Allocation of Escrow.** In the event of a Liquidation Transaction, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, the Purchase Agreement shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2(a) and 2(b) as if the Initial Consideration were the only consideration payable in connection with such Liquidation Transaction and (b) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2(a) and 2(b) after taking into account the previous payment of the Initial Consideration as part of the same transaction.

3. **Redemption.** The Preferred Stock is not mandatorily redeemable, except as expressly provided in Section 2(f).

4. **Conversion.** The holders of shares of Series A Preferred Stock and Series A-1 Preferred Stock shall be entitled to conversion rights as follows (the "**Conversion Rights**"):

(a) **Right to Convert.** Subject to Section 4(c)(i), each share of Series A Preferred Stock and Series A-1 Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share and without the payment of additional consideration by the holder thereof, at the office of the Corporation 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 applicable Original Issuance Price by the applicable Conversion Price applicable to such shares, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price for Series A Preferred Stock per share shall be \$0.7847. The initial Conversion Price for Series A-1 Preferred Stock per share shall be \$2.7961. Such initial Conversion Price, and the rate at which shares of Series A Preferred Stock and Series A-1 Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as set forth in Section 4(d) below.

(b) **Automatic Conversion.** Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price then in effect for such share immediately upon the earlier of: (i) except as provided below in Section 4(c)(ii), the closing of the Corporation's sale of its Common Stock to the public in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"), the public offering price of which is not less than \$2.22 per share (as adjusted for stock splits, stock dividends, combinations, reclassifications and the like) and which results in aggregate cash proceeds to the Corporation of not less than \$40,000,000 (net of underwriting discounts and commissions) (a "**Qualified IPO**") or (ii) the date specified by the vote or written consent of the Series A Supermajority (such earlier date, the "**Mandatory Conversion Time**").

(c) **Mechanics of Conversion.**

(i) **Mechanics of Optional Conversion.** In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (1) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (2) pay in cash such amount as provided in Section 4(g)(i) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (3) pay all declared but unpaid dividends on the shares of Preferred Stock converted. All shares of Preferred Stock that shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Section 4(g)(i) and to receive payment of any dividends declared but unpaid thereon.

(ii) **Mechanics of Automatic Conversion.** All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time at least 15 days prior to such Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 4(c)(ii). Upon receipt of such notice, each holder of shares of Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the

Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Section 4(b), including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section 4(c)(ii). As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Section 4(g)(i) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted.

(iii) **Taxes.** The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4; provided, however, the Corporation is not required to pay any income tax, capital gains, dividend, gross receipt or any other tax of a holder of Preferred Stock arising from the holder of Preferred Stock holding, converting or transferring the Preferred Stock. In addition, the Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(d) **Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations.** The Conversion Price of the Preferred Stock shall be subject to adjustment from time to time as follows:

(i) **Issuance of Additional Stock Below Purchase Price.** If the Corporation should issue, at any time after the date upon which any shares of Preferred Stock were first issued (the "Purchase Date"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Series A Conversion Price in effect immediately prior to the issuance of such Additional Stock (as adjusted for stock splits, stock dividends, combinations, reclassifications and the like), the Conversion Price in effect immediately prior to each such issuance shall automatically be adjusted as set forth in this Section 4(d)(i), unless otherwise provided in this Section 4(d)(i)(C).

(A) **Adjustment Formula.** Whenever the Conversion Price is adjusted pursuant to this Section 4(d)(i), the new Conversion Price shall be determined by multiplying the Conversion Price then in effect by a fraction, (x) the numerator of which shall be the sum of (1) number of shares of Common Stock outstanding immediately prior to such issuance (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise, conversion or exchange of Common Stock Equivalents (including the Series A Preferred Stock) outstanding immediately prior to such issue (assuming the exercise of any outstanding options, warrants or rights to subscribe for, purchase or otherwise acquire Common Stock Equivalents)) (the "Outstanding Common") plus (2) the number of shares of Common Stock that would have been issued if such Additional Stock had been issued at a price per share equal to the Conversion Price in effect immediately prior to such issue of Additional Stock (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by the Conversion Price in effect immediately prior to such issue); and (y) the denominator of which shall be the sum of the number of shares of Outstanding Common plus the number of shares of such Additional Stock issued in such transaction. For purposes of the foregoing calculation, the term "Outstanding Common" shall include shares of Common Stock deemed issued pursuant to Section 4(d)(i)(E) below.

(B) **Definition of "Additional Stock".** For purposes of this Section 4(d)(i), "Additional Stock" shall mean all shares of Common Stock issued (or deemed to have been issued pursuant to Section 4(d)(i)(E)) by the Corporation after the Purchase Date, other than:

(1) securities issued or issuable pursuant to stock splits, stock dividends or similar transactions described in Section 4(d)(ii) hereof;

(2) securities issued or issuable upon conversion, exchange or exercise of convertible, exchangeable or exercisable securities outstanding as of the Purchase Date (including, without limitation, warrants, notes or options), in each case provided that such issuance is pursuant to the terms of such convertible, exchangeable or exercisable securities;

(3) up to 3,290,595 shares of Common Stock (or options therefor) (as adjusted for stock splits, stock dividends, combinations, reclassifications and the like), pursuant to the 2009 Stock Incentive Plan of the Corporation (as amended as of the Purchase Date), whether issued before or after the Purchase Date or (ii) pursuant to any other stock option plan or restricted stock plan or restricted stock agreement approved by the Board of Directors unless such Common Stock or options therefore have been approved by the Preferred Stock Majority;

(4) Common Stock issued or issuable in a public offering in connection with which all outstanding shares of Preferred Stock are converted to Common Stock;

(5) Common Stock issued or issuable upon conversion of the Preferred Stock;

(6) securities issued or issuable in connection with the acquisition by the Corporation of another company or business approved by the affirmative vote or consent of the Preferred Stock Majority;

(7) securities issued to financial institutions, equipment lessors, brokers or similar persons in connection with commercial credit arrangements, equipment financings, commercial property lease transactions, or similar transactions, in each case approved by the Board of Directors;

(8) securities issued or issuable to an entity as a component of any business relationship with such entity primarily for the purpose of (A) joint venture, technology licensing or development activities, (B) distribution, supply or manufacture of the Corporation's products or services or (C) any other arrangements involving corporate partners that are primarily for purposes other than raising capital, in each case the terms of which business relationship with such entity are approved by the Board of Directors; and

(9) securities issued or issuable in any other transaction in which exemption from these price-based anti-dilution provisions is approved by the affirmative vote of the Preferred Stock Majority.

(C) **No Fractional Adjustments.** No adjustment of the Conversion Price for the Preferred Stock shall be made in an amount less than one hundredth of a cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward.

(D) **Determination of Consideration.** In the case of the issuance of Additional Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof. In the case of the issuance of Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment. Lastly, the consideration per share received by the Corporation for Additional Stock deemed to have been issued pursuant to Section 4(d)(i)(E), relating to Common Stock Equivalents, shall be determined by dividing (1) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Common Stock Equivalents, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise, conversion or exchange of such Common Stock Equivalents (or in the case of options, warrants or rights to subscribe for, purchase or otherwise acquire Common Stock Equivalents, the exercise of such options, warrants or rights for Common Stock Equivalents and the conversion or exchange of such Common Stock Equivalents), by (2) the maximum number of shares of Common Stock (as set forth in the

instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise, conversion or exchange of such Common Stock Equivalents (or in the case of options, warrants or rights to subscribe for, purchase or otherwise acquire Common Stock Equivalents, the exercise of such options, warrants or rights for Common Stock Equivalents and the conversion or exchange of such Common Stock Equivalents).

(E) Deemed Issuances of Common Stock. In the case of the issuance or grant of securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (the "Common Stock Equivalents"), the following provisions shall apply for all purposes of this Section 4(d)(i):

(1) The aggregate maximum number of shares of Common Stock issuable upon conversion, exchange or exercise (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to convertibility, exchangeability or exercisability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) of any Common Stock Equivalents and subsequent conversion, exchange or exercise thereof shall be deemed to be shares of Additional Stock issued at the time such securities were issued or such Common Stock Equivalents were issued (or, in the case a record date was fixed for the determination of holders of any class of securities entitled to receive any such Common Stock Equivalents, as of the close of business on such record date).

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

(3) If the terms of any Common Stock Equivalent (excluding Common Stock Equivalents that are themselves excluded from the



definition of Additional Stock pursuant to clauses (1) through (8) of Section 4(d)(i)(B)), the issuance of which did not result in an adjustment to the Conversion Price pursuant to the terms of Section 4(d)(i)(A) (either because the consideration per share (determined pursuant to Section 4(d)(i)(D)) of the Additional Stock subject thereto was equal to or greater than the Conversion Price then in effect, or because such Common Stock Equivalent was issued before the Purchase Date), are revised after the Purchase Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Common Stock Equivalent (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Common Stock Equivalent) to provide for either (x) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Common Stock Equivalent or (y) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Common Stock Equivalent, as so amended or adjusted, and the Additional Stock subject thereto (determined in the manner provided in Section 4(d)(i)(E)(1)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(4) Upon the termination or expiration of any unexercised, unconverted or unexchanged Common Stock Equivalent (or any portion thereof) that resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price pursuant to the terms of Section 4(d)(i)(A), the Conversion Price shall be readjusted to such Conversion Price as would have obtained had such Common Stock Equivalent (or portion thereof) never been issued.

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

(F) **No Increased Conversion Price.** Notwithstanding any other provisions of this Section 4(d)(i), except to the limited extent provided for in Sections 4(d)(i)(E)(3) and (4), no adjustment of the Conversion Price pursuant to this Section 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(ii) **Stock Splits and Dividends.**

(A) **Stock Splits.** In the event the Corporation should at any time after the Purchase Date fix a record date for the effectuation of (or effect if no record date is fixed) a split or subdivision of the outstanding shares of Common Stock, then, as of each such record date (or the date of each such split or subdivision if no record date is fixed), the Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of Preferred Stock shall be increased in proportion to such increase of the aggregate number of shares of Common Stock outstanding.

(B) **Certain Dividends.** In the event the Corporation should at any time after the Purchase Date fix a record date for the determination of holders of Common Stock entitled to receive (or make or issue if no record date is fixed) a dividend or other distribution payable in additional shares of Common Stock, then, as of each such record date (or the date of each such dividend or distribution if no record date is fixed), the Conversion Price shall be appropriately decreased by multiplying the Conversion Price then in effect by a fraction, (x) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (y) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution. Notwithstanding the foregoing, (1) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions, and (2) no such adjustment shall be made if the holders of Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

(iii) **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 each such combination (or each such combination if no record date is fixed), the Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of Preferred Stock shall be decreased in proportion to such decrease in outstanding shares.

(e) **Other Distributions.** In the event the Corporation should at any time after the Purchase Date fix a record date for the determination of holders of Common Stock entitled to receive (or make or issue if no record date is fixed) a dividend or other distribution payable in securities of the Corporation or other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 4(d)(i) or in Section 4(d)(ii), then, in each such case for the purpose of this Section 4(e), the holders of Preferred Stock shall be entitled to receive, simultaneously with such dividend or other distribution to the holders of Common Stock, a proportionate share of any such

dividend or other distribution as though they were the holders of the number of shares of Common Stock of the Corporation 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 Corporation entitled to receive such dividend or other distribution (or the date of each such dividend or distribution if no record date is fixed).

(f) **Recapitalizations.** If at any time or from time to time there shall be a reorganization, reclassification, recapitalization, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction provided for elsewhere in Section 2 or this Section 4), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock

(g) **No Fractional Shares and Certificate as to Adjustments.**

(i) No fractional shares shall be issued upon the conversion of any share or shares of Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded down to the nearest whole share. The number of shares issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion. If the conversion would result in any fractional share, the Corporation shall, in lieu of issuing any such fractional share, pay the holder thereof an amount in cash equal to the fair market value of such fractional share on the date of conversion, as determined in good faith by the Board of Directors.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation, at its expense, shall promptly (but in no event less than 10 days thereafter) compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment,

(B) the Conversion Price at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of Preferred Stock.

(h) **Notices of Record Date.** In the event of any taking by the Corporation 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, then, and in each such case, the Corporation shall mail to each holder of Preferred Stock, at least 10 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.

(i) **Reservation of Stock Issuable Upon Conversion.** The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Preferred Stock that is convertible into Common Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of 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 Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Restated Certificate. Before taking any action that would cause an adjustment reducing the Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Conversion Price.

(j) **Notices.** Any notice required or permitted by Article IV to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the U.S. mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

5. **Voting Rights.** Except as expressly provided by this Restated Certificate or as provided by law, the holders of Preferred Stock shall have the same voting rights as the holders of the Common Stock and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and the holders of Common Stock and the holders of Preferred Stock shall vote together as a single class on all matters. Each holder of Common Stock shall be entitled to one vote for each share of Common Stock held, and each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could be converted as of the record date for determining stockholders entitled to vote on such matter. 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).

6. **Series A-1 Preferred Stock and Series A Preferred Stock Protective Provisions.** So long as 10.0% of the shares of Preferred Stock initially issued are outstanding, then the Corporation shall not (either directly or indirectly by amendment, merger, consolidation or otherwise) and shall not permit any of its subsidiaries to, without first obtaining the approval (by vote or written consent, as provided by law) of the Preferred Stock Majority:

(a) liquidate, dissolve, or wind-up the business and affairs of the Corporation, or effect a Liquidation Transaction or consent to any of the foregoing;

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

(c) reclassify, alter, or amend any existing security that is junior to or on parity with the Preferred Stock in respect of any right, power, preference or privilege set forth in this Restated Certificate, if such reclassification, alteration, or amendment would render such other security senior to or on parity with the Preferred Stock in respect of any such right, power, preference or privilege;

(d) purchase or redeem, or pay or declare any dividend or make any distribution on, any capital stock prior to the Preferred Stock other than the repurchase of Common Stock, at the lower of fair market value or cost, from employees or consultants on termination of their employment or services;

(e) create, authorize or issue any debt security, other than equipment leases or bank lines of credit, if the aggregate indebtedness of the Corporation and its subsidiaries for borrowed money, following any such action would exceed \$250,000 in the aggregate;

(f) create or hold capital stock in any subsidiary that is not a wholly-owned subsidiary or dispose of any subsidiary stock or all or substantially all of any subsidiary assets, other than for participation in minority investments in joint ventures and project investments in the ordinary course of business;

(g) change the number of authorized directors of five (5);

(h) unless unanimously approved by the disinterested directors, enter into or be a party to any transaction after the Purchase Date with any director, officer, or employee of the Corporation or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such person, other than such transactions entered into by the Corporation prior to the Purchase Date or entered into in the ordinary course of business;

(i) change in a material respect the Corporation's principal business, enter new lines of business which are not complimentary or otherwise related to the Corporation's principal business as of the Purchase Date, or exit the Corporation's television-related software and data businesses;

(j) purchase or acquire another entity (or any part thereof) by way of merger, consolidation, or purchase of equity securities or all or substantially all of such entity's assets or intellectual property; or

(k) sell, assign, license, pledge, or encumber any material technology or intellectual property of the Corporation, other than licenses granted and source code escrow arrangements entered into in the ordinary course of business or pursuant to indebtedness for money borrowed approved pursuant to clause (e) above.

7. **Series A Preferred Stock Protective Provisions.** So long as 10.0% of the shares of Series A Preferred Stock initially issued are outstanding, then the Corporation shall not (either directly or indirectly by amendment, merger, consolidation or otherwise) and shall not permit any of its subsidiaries to, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least the Series A Supermajority:

(a) liquidate, dissolve, or wind-up the business and affairs of the Corporation, or effect a Liquidation Transaction or consent to any of the foregoing; or

(b) amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Corporation.

(c) reclassify, alter, or amend any existing security that is junior to or on parity with the Series A Preferred Stock in respect of any right, power, preference or privilege set forth in this Restated Certificate, if such reclassification, alteration, or amendment would render such other security senior to or on parity with the Series A Preferred Stock in respect of any such right, power, preference or privilege

8. **Status of Converted or Redeemed Stock.** In the event any shares of Preferred Stock shall be converted pursuant to Section 4 hereof or redeemed pursuant to Section 2(f), the shares so converted or redeemed shall be cancelled and retired and shall not be issuable, sold or transferred by the Corporation. This Restated Certificate shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following any redemption pursuant to Section 2(f).

9. **Waiver.** Any of the rights, powers, preferences and other terms of the Preferred Stock set forth in this Restated Certificate may be waived on behalf of all holders of Preferred Stock by the affirmative written consent or vote of the Preferred Stock Majority.

(C) **Common Stock.**

1. **General.** The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers, privileges and preferences of the holders of the Preferred Stock set forth in this Restated Certificate.

2. **Dividend Rights.** Subject to the prior rights of holders of Preferred Stock and all other 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, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

3. **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Corporation, or the occurrence of a Liquidation Transaction, the assets of the Corporation shall be distributed as provided in Section 2 of Article IV(B).

4. **Redemption.** The Common Stock is not mandatorily redeemable.

5. **Voting Rights.** Each holder of Common Stock shall have the right to one vote per share of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law; provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Restated Certificate that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate or pursuant to the DGCL. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of Preferred Stock that may be required by the terms of this Restated Certificate) the affirmative vote of the holders of shares of stock of the Corporation representing a majority of the votes represented by all outstanding shares of stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law.

**ARTICLE V**

Except as otherwise set forth herein, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal Bylaws of the Corporation.

**ARTICLE VI**

Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation.

## ARTICLE VII

(A) To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(B) The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

(C) Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Restated Certificate inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

## ARTICLE VIII

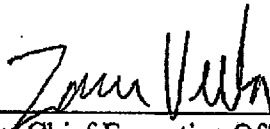
Unless the Corporation consents in writing to an alternative forum, the Court of Chancery of the State of Delaware shall be, to the fullest extent permitted by law, the sole and exclusive forum for (A) any derivative action or proceeding brought on behalf of the Corporation, (B) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation or the Corporation's stockholders, (C) any action or proceeding asserting a claim against the Corporation arising pursuant to any provision of the DGCL or this Restated Certificate or Bylaws, or (D) any action or proceeding asserting a claim against the Corporation governed by the internal affairs doctrine.

\* \* \*



The foregoing Amended and Restated Certificate of Incorporation has been duly adopted by this corporation's Board of Directors and stockholders in accordance with the applicable provisions of Sections 228, 242 and 245 of the Delaware General Corporation Law.

Executed at San Francisco, State, on May 3\_\_, 2013.

  
\_\_\_\_\_  
Zane Vella, Chief Executive Officer and  
Secretary

**State of California**  
**Secretary of State**

**NAME CHANGE**  
**CERTIFICATE OF QUALIFICATION**

**C2885435**

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the **15th day of July, 2013**, there was filed in this office an Amended Statement and Designation by Foreign Corporation whereby the corporate name of **RELATED CONTENT DATABASE, INC.**, a corporation organized and existing under the laws of **Delaware**, was changed to **WATCHWITH, INC.**. This corporation complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California and as of said date has been and is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

**IN WITNESS WHEREOF**, I execute  
this certificate and affix the Great Seal  
of the State of California this day of July  
25, 2013.



*Debra Bowen*

**DEBRA BOWEN**  
**Secretary of State**

jaw

NCTO

2885435

A 0743801

**Amended Statement  
By Foreign Corporation**

FILED *CH/AM*  
IN THE OFFICE OF THE  
SECRETARY OF STATE  
OF THE STATE OF CALIFORNIA

JUL 15 2013

IPC

Watchwith, Inc.

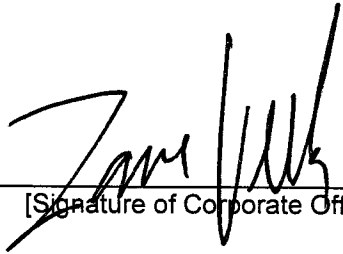
[Name of Corporation]

a corporation organized and existing under the laws of Delaware  
[State or Place of Incorporation]

and which is presently qualified for the transaction of intrastate business in the State of  
California, makes the following statement:

That the name of the corporation has been changed to that hereinabove set forth and  
that the name relinquished at the time of such change was \_\_\_\_\_

Related Content Database, Inc.



[Signature of Corporate Officer]

Zane Vella, CEO

[Typed Name and Title of Officer Signing]