

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4142925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/14/2016
CONVEYING PARTY DATA	
Name	Execution Date
INVISIBLE GADGET GUARD, INC.	11/14/2016
RECEIVING PARTY DATA	
Name:	ANTENNA79, INC.
Street Address:	709 NORTH 400 WEST, SUITE 3
City:	NORTH SALT LAKE
State/Country:	UTAH
Postal Code:	84054
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9084461
Application Number:	14281689
CORRESPONDENCE DATA	
Fax Number:	(801)799-5700
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	303-295-8000
Email:	pastivers@hollandhart.com
Correspondent Name:	MARK D. LANGER
Address Line 1:	555 17TH STREET, SUITE 3200
Address Line 4:	DENVER, COLORADO 80202-3979
ATTORNEY DOCKET NUMBER:	76339.0036
NAME OF SUBMITTER:	MARK D. LANGER
SIGNATURE:	/Mark Langer/
DATE SIGNED:	11/15/2016
Total Attachments: 28	
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Delaware

The First State

Page 1

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:

"INVISIBLE GADGET GUARD, INC.", AN UTAH CORPORATION,
WITH AND INTO "ANTENNA79, INC." UNDER THE NAME OF
"ANTENNA79, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE ON THE FOURTEENTH DAY OF NOVEMBER, A.D. 2016, AT 11:18
O`CLOCK A.M.

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




Jeffrey W. Bullock, Secretary of State

4605903 8100M
SR# 20166611544

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

Authentication: 203327315
Date: 11-14-16

PATENT
REEL: 040617 FRAME: 0093

State of Delaware Certificate of Merger

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law (the "DGCL"), the undersigned corporations have executed the following Certificate of Merger.

1. The name of each constituent corporation is Antenna79, Inc., a Delaware corporation (the "**Company**"), and Invisible Gadget Guard, Inc., a Utah corporation.
2. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 252 of the DGCL.
3. The name of the surviving corporation is Antenna79, Inc., a Delaware corporation.
4. Upon the Effective Time of the merger, the Amended and Restated Certificate of Incorporation of the Company shall be amended and restated in its entirety and replaced by the Amended and Restated Certificate of Incorporation of the Company attached as Exhibit A hereto, and as so amended shall be the Certificate of Incorporation of the surviving corporation.
5. The merger is to become effective as of the filing of this Certificate of Merger (the "**Effective Time**").
6. The Agreement and Plan of Merger is on file at the place of business of the surviving corporation at:

Antenna79, Inc.
709 North 400 West
Suite 3
North Salt Lake, Utah 84054
7. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.
8. The authorized stock and par value of the non-Delaware corporation is 20,000,000 shares of common stock, no par value.

{02333241; 6; 1482-5 }

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IN WITNESS WHEREOF, each constituent corporation has caused this certificate to be signed by an authorized officer, the 14th of November, 2016.

ANTENNA79, INC.

By: 
Name: David Vigil
Title: President and CEO

INVISIBLE GADGET GUARD,
INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each constituent corporation has caused this certificate to be signed by an authorized officer, the 14th of November, 2016.

ANTENNA 79 INC.

By: _____
Name: David Vigil
Title: President and CEO

INVISIBLE GADGET GUARD,

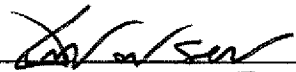
By: 
Name: GENTRY JENSEN
Title: PRESIDENT

Exhibit A

**AMENDED & RESTATED
CERTIFICATE OF INCORPORATION
OF
ANTENNA79, INC.
a Delaware corporation**

FIRST: That the name of this corporation is Antenna79, Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, DE 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: 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.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 776,321,558 shares of Common Stock, par value \$0.001 per share (the "Common Stock") and 15,000,000 shares of Preferred Stock, par value \$0.001 per share (the "Preferred Stock"), of which all shares shall be designated as Series A Preferred Stock (the "Series A Preferred Stock"). There is hereby authorized five classes of Common Stock. 388,160,779 shares of the authorized shares of Common Stock are hereby designated "Class A Common Stock" (the "Class A Common Stock"), 50,013,672 shares of the authorized shares of Common Stock are hereby designated "Class B-1 Non-Voting Common Stock" (the "Class B-1 Non-Voting Common Stock"), 7,608,237 shares of the authorized shares of Common Stock are hereby designated "Class B-2 Non-Voting Common Stock" (the "Class B-2 Non-Voting Common Stock" and with the Class B-1 Non-Voting Common Stock, the "Class B Non-Voting Common Stock"), 181,567,437 shares of authorized shares of Common Stock are hereby designated "Class C Common Stock" (the "Class C Common Stock") and 148,971,433 shares of authorized shares of Common Stock are hereby designated "Class D Common Stock" (the "Class D Common Stock"). The Class A Common Stock, the Class B-1 Non-Voting Common Stock, the Class B-2 Non-Voting Common Stock, the Class C Common Stock and the Class D Common Stock are referred to herein collectively as the "Common Stock", the Class A Common Stock, the Class C Common Stock and the Class D Common Stock are referred to herein collectively as the "Voting Common Stock", and the Class B-1 Non-Voting Common Stock, the Class B-2 Non-Voting Common Stock, the Class C Common Stock and the Class D Common Stock are referred to herein collectively as the "Convertible Common Stock".

A description of the different classes of the Corporation's capital stock and a statement of the designations and relative rights, preferences and limitations thereof are as follows:

A. Common Stock. The Common Stock shall have the following rights, preferences, privileges and restrictions:

1. Voting Rights.

- a. General. Each share of Class A Common Stock shall be entitled to one (1) vote per share of Class A Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). Except as otherwise required by applicable law (in which case the holders of Class B Non-Voting Common Stock shall vote at the rate of one vote per share of Class B Non-Voting Common Stock, voting together with the rest of the Common Stock as a single class), the Class B Non-Voting Common Stock shall have no voting rights. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Class C Common Stock and Class D Common Stock shall be entitled to cast the number of votes equal to the number of whole shares of Class A Common Stock into which the shares of Class C Common Stock and Class D Common Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of this Amended and Restated Certificate of Incorporation, holders of Class C Common Stock and Class D Common Stock shall vote together with the holders of Class A Common Stock. The number of authorized shares of Common Stock (including Class A Common Stock, Class B-1 Non-Voting Common Stock, Class B-2 Non-Voting Common Stock, Class C Common Stock and Class D 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 one or more series of Common Stock that may be required by the terms of this Amended and Restated Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law and without a separate class vote of the holders of Common Stock (or Class A Common Stock, Class B Non-Voting Common Stock, Class C Common Stock or Class D Common Stock, as applicable), except as otherwise set forth herein.
- b. Protective Provisions. So long as the stockholders of the Corporation as of the date hereof and/or their Permitted

Transferees under Sections 2(f)(i)-(iii) of the Corporation's Stockholders' Agreement, as in effect from time to time (the "Stockholders' Agreement"), hold in the aggregate at least twenty percent (20%) of the outstanding shares of Voting Common Stock (calculated on an as-converted to Class A Common Stock basis), the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Amended and Restated Certificate of Incorporation) the written consent or affirmative vote given at a meeting of (a) the holders of at least a majority of the outstanding shares of Class C Common Stock and (b) the holders of at least eighty percent (80%) of the outstanding shares of Class D Common Stock, consenting or voting (as the case may be) separately as classes (the "Requisite Holders"):

1. amend this Amended and Restated Certificate of Incorporation;
2. reclassify outstanding securities into securities having rights, preferences or privileges superior to, or on parity with, any class of Common Stock or authorize any such securities;
3. enter into any transaction, or make any amendments to any transaction, with an affiliate of the Corporation (including directors, officers and management), excluding (a) any issuance of equity of the Corporation to any affiliate or sale or transfer of any equity of the Corporation, in each case, pursuant to and in accordance with Section 2 of the Stockholders' Agreement, (b) any issuance of Series A Preferred Stock or other securities of the Corporation pursuant to and in accordance with the Agreement and Plan of Merger, dated the date hereof (the "Merger Agreement"), or (c) any redemption pursuant to Section A.5 of Article FOURTH;
4. liquidate, dissolve or wind-up the business and affairs of the Corporation or effect any Deemed Liquidation Event (excluding any Approved Sale (as defined in the Stockholders' Agreement) triggered pursuant to a Class C Redemption Failure (as defined below) or Class D Redemption Failure (as defined below));
5. amend the Bylaws of the Corporation;
6. purchase or redeem, or declare or pay any dividend on, any shares of capital stock of the Corporation other than (i)

repurchases of stock from former employees or consultants in connection with the cessation of such employment or services, at the lower of fair market value or cost; (ii) pursuant to the exercise of any right of first refusal held by the Corporation, the exercise of which is approved by the Board of Directors of the Corporation (the “Board”), including each of the Class C Directors (as defined below) and each of the Class D Directors (as defined below) or (iii) pursuant to Section A.5 of Article FOURTH;

7. increase or decrease the number of directors on the Board;
 8. sell, transfer, license, pledge, or encumber the technology or intellectual property of the Corporation, other than (i) licenses granted in the ordinary course of business or (ii) pledges or other encumbrances made in connection with any indebtedness approved pursuant to, or referred to in clause (b)(i) of, Section A.1.d below;
 9. undertake any public offering of the capital stock of the Corporation pursuant to an effective registration statement under the Securities Act of 1933, as amended, or otherwise;
 10. consummate an IPO (as defined below);
 11. increase the number of shares reserved for issuance under any existing equity incentive plan of the Corporation or adopt any new employee, officer, director and/or consultant equity incentive plan or similar arrangement; or
 12. issue any shares of Series A Preferred Stock other than pursuant to the Merger Agreement.
- c. Board Approval. So long as the stockholders of the Corporation as of the date hereof and/or their Permitted Transferees under Sections 2(f)(i)-(iii) of the Stockholders’ Agreement, hold in the aggregate at least twenty percent (20%) of the outstanding shares of Voting Common Stock (calculated on an as-converted to Class A Common Stock basis), the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Amended and Restated Certificate) the written consent or affirmative vote of the Requisite Holders, unless approved by the Board and each of the Class C Directors and each of the Class D Directors:

1. make any loan or advance to, or own any stock or other securities of, any subsidiary or other corporation, partnership, or other entity unless it is wholly owned by the Corporation;
2. make any loan or advance to any person, including any employee or director, except advances and similar expenditures in the ordinary course of business or under the terms of an employee stock or option plan approved by the Board;
3. guarantee any aggregate indebtedness in excess of \$100,000 except for (i) trade accounts of the Corporation or any subsidiary arising in the ordinary course of business or (ii) any guarantee made in connection with any indebtedness approved pursuant to, or referred to in clause (b)(i) of, Section A.1.d below;
4. hire, fire, or change the compensation of the executive officers of the Corporation during the twenty four (24) month period following the date hereof;
5. change the principal business of the Corporation, enter new lines of business, or exit the current line of business; or
6. enter into any agreement regarding an acquisition, joint venture, strategic alliance or similar business transaction outside of the ordinary course of business.

“Deemed Liquidation Event” means (a) a merger or consolidation in which (1) the Corporation is a constituent party or (2) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Corporation or a subsidiary in which the holders of the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to hold capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (y) the surviving or resulting corporation or other entity or (z) if the surviving or resulting corporation or other entity is a wholly-owned subsidiary of another corporation or entity immediately following such merger or consolidation, the parent corporation or other entity of such surviving or resulting corporation or other entity (provided that all shares of Common Stock issuable upon exercise of options to purchase Common Stock outstanding immediately prior to such merger or

consolidation or upon conversion of other securities convertible or exercisable for Common Stock outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged); or (b) the sale, lease, transfer or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all of the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation 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 (i) such sale, transfer or other disposition is to a wholly-owned subsidiary of the Corporation or (ii) the stockholders of the Corporation immediately prior to such transaction are holders of at least a majority, by voting power, of the capital stock of the acquiring corporation or other entity immediately after such transaction.

- d. Debt Approval. So long as the stockholders of the Corporation as of the date hereof and/or their Permitted Transferees under Sections 2(f)(i)-(ii) of the Corporation's Stockholders' Agreement, as in effect from time to time, hold in the aggregate at least twenty percent (20%) of the outstanding shares of voting Common Stock (calculated on an as-converted to Class A Common Stock basis), the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, without (in addition to any other vote required by law or this Restated Certificate) the written consent or affirmative vote of at least five (5) directors on the Board, incur aggregate indebtedness in excess of \$100,000, other than (a) trade credit incurred in the ordinary course of business and (b) indebtedness incurred (i) pursuant to the Amended and Restated Loan and Security Agreement entered into on or about the date hereof and among the Corporation, any of its subsidiaries, Hercules Capital, Inc., as agent, and the lender(s) thereunder (as such Amended and Restated Loan and Security Agreement may be amended, restated, supplemented or otherwise modified from time to time with the approval of the written consent or affirmative vote of at least five (5) directors on the

Board), including, under this clause (i), term loan indebtedness and revolving loan indebtedness (and whether the borrowings are now or hereafter made on the revolving facility), or (ii) pursuant to the Merger Agreement, among the Corporation and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time with the approval of the Board.

- e. Directors. For so long as the stockholders of the Corporation as of the date hereof and/or their Permitted Transferees under Sections 2(f)(i)-(iii) of the Stockholders' Agreement, hold in the aggregate at least twenty percent (20%) of the outstanding shares of Voting Common Stock (calculated on an as-converted to Class A Common Stock basis), the Board shall be elected as follows: (i) the holders of the Class C Common Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board (the "Class C Directors"); (ii) the holders of the Class D Common Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board (the "Class D Directors") and (iii) the Requisite Holders, voting together as a single class, shall elect the remaining directors of the Corporation. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series. No person entitled to vote at an election for directors may cumulate votes to which such person is entitled.

2. Mandatory Conversion.

- a. Trigger Events. Upon either (i) the closing of the sale of shares of Common Stock to the public, in a firm-commitment underwritten public offering pursuant to an effective registration statement

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under the Securities Act of 1933, as amended (an “IPO”), or (ii) the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Holders (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the “Mandatory Conversion Time”), (1) all outstanding shares of Convertible Common Stock shall automatically be converted into shares of Class A Common Stock, at the then effective Conversion Rate (as defined below) and (2) such shares may not be reissued by the Corporation.

- b. Conversion Rate. The number of shares of Class A Common Stock to which a holder of Convertible Common Stock shall be entitled upon conversion shall be the product obtained by multiplying the applicable Conversion Rate then in effect by the number of shares of Convertible Common Stock being converted. The applicable conversion rate in effect at any time for conversion of shares of Convertible Common Stock (the “Conversion Rate”) shall be the quotient obtained by dividing the applicable Original Price (as defined below) by the applicable Conversion Price (as defined below) then in effect. The “Original Class B-1 Price” is \$.234945, the “Original Class B-2 Price” is \$.234945, the “Original Class C Price” is \$.234945 and the “Original Class D Price” is \$.234945. The Original Class B-1 Price, the Original Class B-2 Price, the Original Class C Price and the Original Class D Price are also referred to collectively as the “Original Price”. The “Class B-1 Conversion Price” is initially equal to the Original Class B-1 Price, the “Class B-2 Conversion Price” is initially equal to the Original Class B-2 Price, the “Class C Conversion Price” is initially equal to the Original Class C Price and the “Class D Conversion Price” is initially equal to the Original Class D Price. The Class B-1 Conversion Price, the Class B-2 Conversion Price, the Class C Conversion Price and the Class D Conversion Price are also referred to collectively as the “Conversion Price,” and the Class B-1 Conversion Price and the Class B-2 Conversion Price are referred to collectively as the “Class B Conversion Price.” The Conversion Prices and the Conversion Rates shall be subject to adjustment as provided below and all references to the Conversion Price herein shall mean the Conversion Price as so adjusted.

- c. Procedural Requirements. All holders of record of shares of Convertible Common Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Convertible Common Stock pursuant to this Section 2. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Convertible Common Stock in certificated form 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 Convertible Common Stock converted pursuant to this Section 2, 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 2.c. As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Convertible Common 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 Class A Common Stock issuable on such conversion in accordance with the provisions hereof, rounded up to the next whole share, and the payment of any declared but unpaid dividends on the shares of Convertible Common Stock converted.
- d. Fractional Shares. No fractional shares of Class A Common Stock shall be issued upon conversion of the Convertible Common Stock. In lieu of any fractional shares to which the holder would

{02333241; 6; 1482-5 }

otherwise be entitled, the Corporation shall round up or down to the nearest whole share. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Class B-1 Non-Voting Common Stock, Class B-2 Non-Voting Common Stock, Class C Common Stock or Class D Common Stock, as the case may be, that the holder is at the time converting into Class A Common Stock and the aggregate number of shares of Class A Common Stock issuable upon such conversion.

- e. Reservation of Shares. The Corporation shall at all times when any shares of Convertible Common Stock are outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Convertible Common Stock, as the case may be, such number of its duly authorized shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Convertible Common Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Convertible Common Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Amended and Restated Certificate of Incorporation.

- f. Effect of Conversion. All shares of Convertible Common Stock which 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 Class A Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Any shares of Convertible Common Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Class B-

1 Non-Voting Common Stock, Class B-2 Non-Voting Common Stock, Class C Common Stock or Class D Common Stock accordingly.

- g. No Further Adjustment. Upon any such conversion, no adjustment to the Class B-1 Conversion Price, Class B-2 Conversion Price, Class C Conversion Price or Class D Conversion Price, as the case may be, shall be made for any declared but unpaid dividends on the Class B-1 Non-Voting Common Stock, Class B-2 Non-Voting Common Stock, Class C Common Stock or Class D Common Stock surrendered for conversion or on the Class A Common Stock delivered upon conversion.
- h. 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 Class A Common Stock upon conversion of shares of Convertible Common Stock pursuant to this Section 2. 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 Class A Common Stock in a name other than that in which the shares of Convertible Common 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.
- i. Adjustment of the Class C Conversion Price and Class B Conversion Price. In the event the Corporation shall at any time after the original issue date of a share of Class C Common Stock (the "Original Issue Date") issue (1) additional shares of Class C Common Stock pursuant to the exercise of any warrant outstanding as of the date hereof, as may be amended or restated or exchanged or replaced with another warrant from time to time (each such additional share of Class C Common Stock being referred to herein as a "Class C Warrant Share"), or (2) shares of Class B-2 Common Stock pursuant to the exercise of any option exercisable for shares of Class B-2 Common Stock granted under an equity incentive plan of the Corporation (each such share being referred to herein as a "Class B-2 Option Share"), the Class C Conversion Price and

Class B Conversion Price in effect immediately prior to such issue shall be adjusted, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

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

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

1. "CP2" shall mean the Class C Conversion Price or Class B Conversion Price in effect immediately after such issue of any Class C Warrant Share or Class B-2 Option Share, as the case may be;
 2. "CP1" shall mean the Class C Conversion Price or Class B Conversion Price in effect immediately prior to such issue of any Class C Warrant Share or Class B-2 Option Share, as the case may be;
 3. "A" shall mean the number of shares of Class B Non-Voting Common Stock and Class C Common Stock issued and outstanding immediately prior to such issue of any Class C Warrant Share or Class B-2 Option Share, as the case may be; *provided* that, if any shares of Class B-1 Non-Voting Common Stock are being issued contemporaneously with any Class B-2 Option Share or Class C Warrant Share (whether upon the exercise of options or warrants in connection with a Sale of the Company (as defined in the Stockholders' Agreement) or otherwise), such shares of Class B-1 Non-Voting Common Stock shall be deemed, for purposes of calculating "A" hereunder, to be outstanding immediately prior to such contemporaneous issuance of Class B-2 Option Shares or Class C Warrant Shares; and
 4. "B" shall mean the number of shares of Class B Non-Voting Common Stock and Class C Common Stock issued and outstanding immediately after such issue of any Class C Warrant Share or Class B-2 Option Share, as the case may be.
- j. Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Original Issue Date effect a subdivision of the outstanding Class A Common Stock, the Class B-1 Conversion Price, the Class B-2 Conversion Price, the

Class C Conversion Price and the Class D Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Class A Common Stock issuable on conversion of each share of such class shall be increased in proportion to such increase in the aggregate number of shares of Class A Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Class A Common Stock, the Class B-1 Conversion Price, the Class B-2 Conversion Price, the Class C Conversion Price and the Class D Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such class shall be decreased in proportion to such decrease in the aggregate number of shares of Class A Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

- k. Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive, a dividend or other distribution payable on the Class A Common Stock in additional shares of Common Stock, then and in each such event the Class B-1 Conversion Price, the Class B-2 Conversion Price, the Class C Conversion Price and the Class D Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Class B-1 Conversion Price, the Class B-2 Conversion Price, the Class C Conversion Price, and the Class D Conversion Price then in effect by a fraction:
1. the numerator of which shall be the total number of shares of Class A Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and
 2. the denominator of which shall be the total number of shares of Class A Common Stock issued and outstanding

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immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Class A Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (i) 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 Class B-1 Conversion Price, the Conversion B-2 Conversion Price, the Class C Conversion Price and the Class D Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter such Conversion Prices shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (ii) no such adjustment shall be made if the holders of Class B Non-Voting Common Stock, Class C Common Stock or Class D Common Stock, as the case may be, 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 Class B Non-Voting Common Stock, Class C Common Stock or Class D Common Stock, as the case may be, had been converted into Class A Common Stock on the date of such event.

- I. Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Class A Common Stock in respect of outstanding shares of Class A Common Stock) or in other property and the provisions of clause (I) do not apply to such dividend or distribution, then and in each such event the holders of Class B Non-Voting Common Stock, Class C Common Stock and Class D Common Stock shall receive, simultaneously with the distribution to the holders of Class A Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Class B Non-Voting Common Stock, Class C Common Stock or Class D Common Stock, as the case may be, had been converted into Class A Common Stock on the date of such event.

- m. Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Class B Conversion Price and Class C Conversion Price, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Class B Non-Voting Common Stock and Class C Common Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Common 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 Class B Non-Voting Common Stock or Class C Common Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Class C Conversion Price or Class B Conversion Price, as applicable, and the applicable Conversion Rate then in effect, and (ii) the number of shares of Class A Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Class C Common Stock or Class B Non-Voting Common Stock, as the case may be.
3. Identical Rights of Class A Common Stock, Class B-1 Non-Voting Common Stock, Class B-2 Non-Voting Common Stock, Class C Common Stock and Class D Common Stock. Except as otherwise provided in Section A.6 of Article FOURTH, the Stockholders' Agreement, or as may otherwise be agreed upon in writing, all shares of Class A Common Stock, Class B-1 Non-Voting Common Stock, Class B-2 Non-Voting Common Stock, Class C Common Stock and Class D Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges.

4. Cash Dividends. When and as dividends are declared on the Common Stock in cash, the holders of the Common Stock shall be entitled to share equally, share for share, in such dividends, on an as converted to Class A Common Stock basis.

5. Redemption.
 - a. If the Corporation has not consummated an initial public offering or a Deemed Liquidation Event on or prior March 10, 2020 (the “Trigger Date”), the holders of at least a majority of the shares of Series C Common Stock then outstanding (a “Class C Majority”) shall have the right to deliver, at any time from and after the Trigger Date, written notice to the Corporation requesting the redemption by the Corporation of the outstanding shares of Class C Common Stock and outstanding shares of Series A Preferred Stock held by the holders of Class C Common Stock, if any (the “Class C Redemption Request”) for a per share price for the Class C Common Stock (the “Class C Redemption Price”) equal to the Class C Redemption Fair Market Value (as defined below) of a share of Class C Common Stock and a per share price for the Series A Preferred Stock equal to the Series A Liquidation Amount (as defined below). The Class C Redemption Request shall set forth the Class C Majority’s good faith determination of the Class C Redemption Fair Market Value of a share of Class C Common Stock. For purposes hereof, “Class C Redemption Fair Market Value” shall mean the value of one share of Class C Common Stock, as applicable, determined as of the date on which the Class C Redemption Request is provided to the Corporation, assuming the sale of all of the capital stock of the Corporation in an active marketing process (taking into account the Series A Liquidation Amount that would be payable upon such a sale in respect of any shares of Series A Preferred Stock then outstanding), without the application of any discounts, on an as converted basis. For purposes hereof, “Class C Redemption Class D Preference” shall mean the Series A Liquidation Amount that would be payable upon a Deemed Liquidation Event, liquidation, dissolution or winding-up of the Corporation in respect of any shares of Series A Preferred Stock then held by a stockholder who also holds Class D Common Stock.

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- b. If the Corporation has not consummated an initial public offering or a Deemed Liquidation Event on or prior to the Trigger Date, the holders of at least eighty percent (80%) of the shares of Class D Common Stock then outstanding (a “Class D Super Majority”) shall have the right to deliver, at any time from and after the Trigger Date, written notice to the Corporation requesting the redemption by the Corporation of the outstanding shares of Class D Common Stock and outstanding shares of Series A Preferred Stock held by the holders of Class D Common Stock, if any (the “Class D Redemption Request”; and the Class C Redemption Request, each, a “Redemption Request”) for a per share price for the Class D Common Stock (the “Class D Redemption Price”) equal to the Class D Redemption Fair Market Value (as defined below) of a share of Class D Common Stock and a per share price for the Series A Preferred Stock equal to the Series A Liquidation Amount. The Class D Redemption Request shall set forth the Class D Super Majority’s good faith determination of the Class D Redemption Fair Market Value of a share of Class D Common Stock. For purposes hereof, “Class D Redemption Fair Market Value” shall mean the value of one share of Class D Common Stock, as applicable, determined as of the date on which the Class D Redemption Request is provided to the Corporation, assuming the sale of all of the capital stock of the Corporation in an active marketing process (taking into account the preferential payment amount that would be payable upon such a sale in respect of any shares of Series a Preferred Stock then outstanding), without the application of any discounts, on an as converted basis. For purposes hereof, “Class D Redemption Class C Preference” shall mean the Series A Liquidation Amount that would be payable upon a Deemed Liquidation Event, liquidation, dissolution or winding-up of the Corporation in respect of any shares of Series A Preferred Stock then held by a stockholder who also holds Class C Common Stock.
- c. The Corporation shall have fifteen (15) days after its receipt of a Redemption Request to object, by delivering a written notice thereof to the holders of Class C Common Stock or Class D Common Stock, as applicable, to the Class C Majority or Class D Super Majority’s determination, as applicable, of the Class C Redemption Fair Market Value or Class D Redemption Fair Market Value, as applicable (the “Redemption Fair Market

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Value”). If the Corporation fails to object to such determination of Class C Redemption Fair Market Value or Class D Redemption Fair Market Value, as applicable, by delivering written notice within such 15-day period, the determination of the applicable Redemption Fair Market Value shall be final and binding on the Corporation and the holders of Class C Common Stock or Class D Common Stock, as applicable. If the Corporation objects to such determination within the 15-day period, the Corporation may engage an independent valuation specialist of national standing (a “Qualified Appraiser”) mutually agreeable to the Corporation, on the one hand, and in the case of Class C Majority or Class D Super Majority, as applicable. Within thirty (30) days of being retained, the Qualified Appraiser shall submit its determination of such Class C Redemption Fair Market Value or Class D Redemption Fair Market Value based on the definition herein. If the Corporation and the Class C Majority or Class D Super Majority, as applicable, cannot agree on the appointment of a Qualified Appraiser, each of the Corporation, on the one hand, and the Class C Majority or Class D Super Majority, as applicable, on the other hand, shall select a Qualified Appraiser and the applicable Redemption Fair Market Value shall be deemed to be equal to the average of the applicable Redemption Fair Market Values determined by each Qualified Appraiser based on the definition of Redemption Fair Market Value herein. The fees, costs and expenses of the Qualified Appraiser(s) shall be borne by the Corporation.

- d. The Corporation promptly shall deliver a copy of the Qualified Appraiser(s)’ determination of the applicable Redemption Fair Market Value(s) to each holder of the applicable class of Common Stock. A Class C Majority or Class D Super Majority, as applicable, within fifteen (15) days after its receipt of a copy of the Qualified Appraiser(s)’ determination of the applicable Redemption Fair Market Value(s), shall give written notice to the Corporation as to whether or not such Class C Majority or Class D Super Majority, as applicable, elects to proceed with the redemption of all of the applicable Common Stock at the applicable Redemption Fair Market Value and the redemption of all of the Series A Preferred Stock held by the holders of the applicable Common Stock. If a Class C Majority or Class D Super Majority, as applicable, fails to deliver such written notice to the

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Corporation within such fifteen (15) day period, the Class C Majority or Class D Super Majority, as applicable, shall be deemed to have elected to proceed with the redemption of all of the applicable Common Stock held by them at the applicable Redemption Fair Market Value and the Series A Preferred Stock held by them.

- e. If, after following the procedures set forth in clause (c) and clause (d), the Corporation is required to redeem any shares of Class C Common Stock or Class D Common Stock and shares of Series A Preferred Stock pursuant to this Section 5, the Corporation shall thereafter promptly give written notice thereof to each other holder of the applicable class of Common Stock. Each other holder of the applicable class of Common Stock shall have the right to request, by giving written notice to the Corporation within ten (10) days of such holder's receipt of such notice, that the Corporation redeem all of such holder's shares of the applicable class of Common Stock and shares of Series A Preferred Stock, and upon such request the Corporation shall redeem, on a pari passu basis with the other shares of Common Stock to be redeemed pursuant to this Section 5, all shares of Common Stock subject to such requests, for a per share price equal to the Class C Redemption Price or Class D Redemption Price, as applicable, and the Series A Preferred Stock for a per share price equal to the Series A Liquidation Amount.

- f. If, after following the procedures set forth in clause (c) and clause (d), the Corporation is required to redeem any shares of Class C Common Stock or Class D Common Stock and Series A Preferred Stock pursuant to this Section 5, the Corporation and the stockholders participating in the redemption shall use its and their best efforts (including using best efforts to consummate a debt and/or equity financing sufficient to consummate the redemption), except to the extent prohibited by Delaware law governing distributions to stockholders or by the Corporation's then current credit or loan agreement(s) (and which prohibition is not removed or waived, whether as a result of the debt or equity financing procured pursuant to the preceding parenthetical or otherwise), within one hundred eighty (180) days from the later of (i) the date of the Class C Redemption Request or Class D Redemption Request, as applicable, and (ii) the issuance of the Qualified

Appraiser(s)' determination of the Class C Redemption Fair Market Value or Class D Redemption Fair Market Value, as applicable, to effect the redemption of all of the shares of Class C Common Stock or Class D Common Stock, as applicable, and the Series A Preferred Stock held by the Class C Majority or Class D Super Majority, as applicable, and the other exercising holders of the applicable class of Common Stock by (a) the payment of the Class C Redemption Price or Class D Redemption Price, as applicable, and the Series A Liquidation Amount in cash by wire transfer of immediately available funds pursuant to instructions provided by the Class C Majority or Class D Super Majority, as applicable and (b) the payment of the Class C Redemption Class D Preference or the Class D Redemption Class C Preference, if applicable, by wire transfer of immediately available funds pursuant to instructions provided by the applicable stockholders.

- g. If at the end of such one hundred and eighty (180) day period, (a) in the case of a Class C Redemption Request, the Corporation has not redeemed all of the shares of the Class C Common Stock and Series A Preferred Stock subject to a request for redemption pursuant to the terms hereof, regardless of the reason for such failure (including without limitation, for the avoidance of doubt, by reason of the fact that Delaware law governing distributions or a provision in the Corporation's then current credit or loan agreement(s) (and which provision is not removed or waived) prohibited the redemption) (a "Class C Redemption Failure"), or (b) in the case of a Class D Redemption Notice, the Corporation has not redeemed all of the shares of the Class D Common Stock and Series A Preferred Stock subject to a request for redemption pursuant to the terms hereof, regardless of the reason for such failure (including without limitation, for the avoidance of doubt, by reason of the fact that Delaware law governing distributions or a provision in the Corporation's then current credit or loan agreement(s) (and which provision is not removed or waived) prohibited the redemption) (a "Class D Redemption Failure"), the rights and remedies set forth in Section 4(c) of the Stockholders' Agreement, as in effect from time to time, shall come into effect.
- h. Any shares of Common Stock and Series A Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of

its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of any shares of Common Stock following redemption.

6. Liquidation, Dissolution or Winding Up. In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or Deemed Liquidation Event, the holders of Common Stock shall be entitled to share ratably in the distribution of the assets of the Corporation after payment or provision for payment of such amounts as the holders of shares of Preferred Stock shall then be entitled to receive, on an as-converted basis) (or the consideration received by the Company or its stockholders in a Deemed Liquidation Event) on an as converted to Class A Common Stock basis, pursuant to the terms and conditions set out in Article FOURTH, Section B below.

B. Series A Preferred Stock. The preferences, limitations, voting rights and relative rights of the Series A Preferred Stock shall be as set forth below. The Series A Preferred Stock shall, with respect to rights on liquidation, dissolution, or winding up, rank senior to the Common Stock, and any other series or class of the Corporation's capital stock, now or hereafter authorized.

1. Distributions.

- a. In the event of any Deemed Liquidation Event, liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or in the event of its insolvency, before any distribution or payment is made to any holders of Common Stock or any other class or series of capital stock of the Corporation designated to be junior to the Series A Preferred Stock, and subject to the liquidation rights and preferences of any class or series of capital stock designated in the future to be senior to, or on a parity with, the Series A Preferred Stock with respect to liquidation preferences, each holder of Series A Preferred Stock shall be entitled to be paid first out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock of all classes whether such assets are capital, surplus or earnings ("Available Assets"), an amount equal to \$1 for each share of Series A Preferred Stock (the "Series A Liquidation Amount") held by such holder. Such amounts shall be subject to equitable adjustment in the event of any subdivisions or combinations of the Series A Preferred Stock.

- b. If, upon any Deemed Liquidation Event, liquidation, dissolution or winding up of the Corporation, the Available Assets shall be insufficient to pay the holders of Series A Preferred Stock the full amount to which they otherwise would be entitled, the holders of Series A Preferred Stock shall share ratably in the distribution of all of the Available Assets.
 - c. Whenever the distribution provided for in this Section 1 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property, as determined in good faith by the Board.
- 2. Voting. Except as otherwise required by law, the shares of the Series A Preferred Stock shall not be entitled to vote on any matter.
 - 3. Dividends/Other Rights. The Series A Preferred Stock shall not be entitled to receive any dividends or distributions, including those declared with respect to the Common Stock, other than as set forth in Section 1. The Series A Preferred Stock shall not be convertible.

C. Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to clause (a)(1) of the definition of "Deemed Liquidation Event," if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "Additional Consideration"), the agreement or plan of merger for such transaction shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Section 1 of Article FOURTH, Section B and Section 6 of Article FOURTH, Section A as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Section B.1 of Article FOURTH and Section A.6 of Article FOURTH after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Section C, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Initial Consideration.

FIFTH: The number of directors constituting the Board, shall be fixed from time to time by the Board in accordance with the by-laws of the Corporation (the "Bylaws").

SIXTH: The Board is expressly authorized to adopt, alter, amend, change, add to or repeal the Bylaws.

SEVENTH: Elections of directors need not be by written ballot unless the Bylaws shall otherwise provide.

EIGHTH: 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; provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of Delaware is hereafter amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of Delaware as so amended. Any repeal, amendment or modification of this Article EIGHTH by the stockholders of the Corporation or otherwise shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH: To the fullest extent permitted by applicable law, the Corporation is authorized (but not required) to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which the General Corporation Law of Delaware permits the Corporation to provide indemnification) through by-law provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of Delaware. Any amendment, repeal or modification of the foregoing provisions of this Article NINTH shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

TENTH: The Corporation elects not to be governed by Section 203 of the General Corporation Law of Delaware.

ELEVENTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws.

TWELFTH: The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Common Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "Covered Persons"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the

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possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

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