

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4337057

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	10/02/2007

**CONVEYING PARTY DATA**

Name	Execution Date
BURNSIDE ACQUISITION, LLC	10/02/2007

**RECEIVING PARTY DATA**

<b>Name:</b>	PERMABIT TECHNOLOGY CORPORATION
<b>Street Address:</b>	ONE ALEWIFE CENTER
<b>Internal Address:</b>	SUITE 330
<b>City:</b>	CAMBRIDGE
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02140

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	12953901

**CORRESPONDENCE DATA**

Fax Number: (877)769-7945

*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.*

Phone: (617) 542-5070

Email: apsi@fr.com

Correspondent Name: FRANK L. GERRATANA

Address Line 1: FISH &amp; RICHARDSON P.C.

Address Line 2: P.O.BOX 1022

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

<b>ATTORNEY DOCKET NUMBER:</b>	11656-0009RE1
<b>NAME OF SUBMITTER:</b>	CHERYL A. FORREST
<b>SIGNATURE:</b>	/Cheryl A. Forrest/
<b>DATE SIGNED:</b>	03/27/2017

**Total Attachments: 13**

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# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, 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:

"BURNSIDE ACQUISITION, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "PERMABIT TECHNOLOGY CORPORATION" UNDER THE NAME OF "PERMABIT TECHNOLOGY CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SECOND DAY OF OCTOBER, A.D. 2007, AT 6:25 O'CLOCK P.M.



4407535 8100M

071084832

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6050237

DATE: 10-04-07

PATENT  
REEL: 041747 FRAME: 0111

**CERTIFICATE OF MERGER**

**MERGING**

**BURNSIDE ACQUISITION, LLC**  
(a Delaware limited liability company)

**WITH AND INTO**

**PERMABIT TECHNOLOGY CORPORATION**  
(a Delaware corporation)

Pursuant to Section 264(c) of the Delaware General Corporation Law (the "DGCL") and Section 18-209(c) of the Delaware Limited Liability Company Act (the "Act"), the undersigned corporation organized and existing under and by virtue of the Act does hereby certify:

**FIRST:** That the name and the state of incorporation of each constituent entity of the merger is as follows:

<u>Name</u>	<u>State of Incorporation/Formation</u>
Burnside Acquisition, LLC	Delaware
Permabit Technology Corporation	Delaware

**SECOND:** That an Agreement and Plan of Merger, dated October 2, 2007, by and among Permabit Technology Corporation and Burnside Acquisition, LLC (the "Merger Agreement"), has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 18-209 of the Act and Section 264 of the DGCL.

**THIRD:** That Permabit Technology Corporation, shall be the surviving entity of the merger (the "Surviving Entity") and the name of the Surviving Entity shall be "Permabit Technology Corporation."

**FOURTH:** That upon the effectiveness of the merger, the Certificate of Incorporation of the Surviving Entity shall be amended in its entirety to read as set forth on Exhibit A hereto and, as so amended, shall be the Certificate of Incorporation of the Surviving Entity.

**FOURTH:** That an executed copy of the Merger Agreement is on file at 25 First Street, Suite 204, Cambridge, MA 02141, the office of the Surviving Entity.

**FIFTH:** A copy of the Merger Agreement will be furnished by the surviving entity on request, without cost, to any member or stockholder of the constituent entities.

**SIXTH:** That this Certificate of Merger shall be effective upon filing with the Secretary of State of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, said undersigned has caused this Certificate of Merger to be duly executed as of this 2nd day of October, 2007.

Permabit Technology Corporation

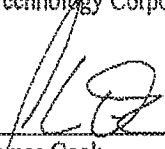
By: /s/ Thomas Cook  
Name: Thomas Cook  
Its: President, Chief Executive Officer,  
Treasurer and Secretary

[Signature Page to Certificate of Merger]

**PATENT**  
**REEL: 041747 FRAME: 0113**

IN WITNESS WHEREOF, said undersigned has caused this Certificate of Merger to be  
duly executed as of this 26 day of September, 2007.

Permabit Technology Corporation

By:  \_\_\_\_\_

Name: Thomas Cook

Its: President, Chief Executive Officer,  
Treasurer and Secretary

[Signature Page to Certificate of Merger]

**PATENT**  
**REEL: 041747 FRAME: 0114**

Exhibit A

CERTIFICATE OF INCORPORATION

OF

PERMABIT TECHNOLOGY CORPORATION

ARTICLE I

The name of the Corporation is Permabit Technology Corporation.

ARTICLE II

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

ARTICLE IV

The total number of shares of capital stock which the Corporation shall have authority to issue is One Hundred Eighty Thousand Shares (180,000), of which (i) Eighty Thousand (80,000) shares shall be preferred stock, par value \$0.001 per share (the "Preferred Stock"), and (ii) One Hundred Thousand (100,000) shares shall be common stock, par value \$0.001 per share (the "Common Stock").

The voting powers, designations, preferences, powers and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of each class of capital stock of the Corporation, shall be as provided in this Article IV.

Section 1. SERIES A CONVERTIBLE PREFERRED STOCK

(a) Designation. A total of Eighty Thousand (80,000) shares of the Corporation's Preferred Stock shall be designated as a series known as Series A Convertible Preferred Stock, par value \$0.001 per share (the "Series A Preferred Stock").

(b) Voting. Each outstanding share of Series A Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which such share of Series A Preferred Stock is then convertible pursuant to Section A.5 hereof as of the record date for the vote or written consent of stockholders, if applicable. Each holder of outstanding shares of Series A Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the by-laws of the Corporation and shall vote with holders of the Common Stock, voting together as single class, upon all matters submitted to a vote of stockholders, excluding those matters required to be submitted to a class or series vote by law.

(c) Dividends.

(1) 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 or payment 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) on the Common Stock, at the rate of \$5.0575 per share per annum (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like), payable when, as and if declared by the Board of Directors. Such dividends shall not be cumulative. The holders of the outstanding Series A Preferred Stock can waive any dividend preference that such holders shall be entitled to receive under this Section A.3(a) upon the affirmative vote or written consent of a Majority Interest (as defined in Section A.4(c)).

(2) After payment of such dividends, any additional dividends or distributions shall be distributed among all holders of Common Stock and Series A Preferred Stock in proportion to the number of shares of Common Stock that would be held by each such holder if all shares of Preferred Stock were converted to Common Stock at the then effective Conversion Rate (as defined below).

(d) Liquidation; Merger, etc.

(1) Series A Liquidation Preference. Upon any liquidation, dissolution or winding up of the Corporation and its subsidiaries, whether voluntary or involuntary (a "Liquidation Event"):

(i) each holder of outstanding shares of Series A Preferred Stock shall be entitled to be paid in cash, before any amount shall be paid or distributed to the holders of the Common Stock or any other capital stock ranking on liquidation junior to the Series A Preferred Stock (the Common Stock and such other capital stock being referred to collectively as, "Junior Stock"), an amount per share of Series A Preferred Stock equal to (A) \$68.2184 (the "Original Issue Price") plus (B) an amount, if any, equal to all accumulated but unpaid dividends on such share of Series A Preferred Stock (such amount to be adjusted appropriately for stock splits, stock dividends, combinations, recapitalizations and the like) (the "Series A Preference Amount"). If the amounts available for distribution by the Corporation to holders of Series A Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Series A Preference Amount due to such holders, such holders of Series A Preferred Stock shall share ratably in any



distribution in connection with such Liquidation Event in proportion to the full respective preferential amounts to which they are entitled.

(ii) Remaining Assets. After the prior payment in full of the Series A Preference Amount in connection with a Liquidation Event, the remaining assets and funds of the Corporation available for distribution to its stockholders, if any, shall be distributed among the holders of shares of Junior Stock then outstanding.

(2) Alternative Liquidation Payment. Notwithstanding Section A.4(a), if, upon such Liquidation Event, the holders of outstanding shares of Series A Preferred Stock would receive more than the aggregate amount to be received under Section A.4(a) above in the event all of their shares of Series A Preferred Stock were converted into shares of Common Stock pursuant to the provisions of Section A.5(a) hereof immediately prior to such Liquidation Event and such shares of Common Stock received a liquidating distribution or distributions from the Corporation, then each holder of outstanding shares of Series A Preferred Stock in connection with such Liquidation Event shall be entitled to be paid in cash, in lieu of the payments described in Section A.4(a), an amount per share of Series A Preferred Stock equal to such amount as would have been payable in respect of each share of Common Stock (including any fraction thereof) issuable upon conversion of such share of Series A Preferred Stock had such share of Series A Preferred Stock been converted to Common Stock immediately prior to such Liquidation Event pursuant to the provisions of Section A.5 hereof.

(3) Amount Payable in Mergers, etc. The holders of not less than 50% of the voting power of the outstanding shares of Series A Preferred Stock (a "Majority Interest") may elect to have treated as if a Liquidation Event: (i) any merger or consolidation of the Corporation into or with another corporation (except one in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the capital stock of the surviving corporation) or (ii) any sale of all or substantially all of the assets of the Corporation. If such election is made, all consideration payable to the stockholders of the Corporation in connection with any such merger or consolidation, or all consideration payable to the Corporation and distributable to its stockholders, together with all other available assets of the Corporation (net of obligations owed by the Corporation that are senior to the Series A Preferred Stock), in connection with any such asset sale, shall be, as applicable, paid by the purchaser to the holders of, or distributed by the Corporation in redemption (out of funds legally available therefor) of, the Series A Preferred Stock and any Junior Stock in accordance with the preferences and priorities set forth in Section A.4(a) and Section A.4(b) above, with such preferences and priorities specifically intended to be applicable in any such merger or consolidation, asset sale, as if such transaction were a Liquidation Event. In furtherance of the foregoing, the Corporation shall take such actions as are necessary to give effect to the provisions of this Section A.4(c). The Corporation shall promptly provide to the holders of shares of Series A Preferred Stock such information concerning the terms of such merger, consolidation or asset sale, and the value of the assets of the Corporation as may reasonably be requested by the holders of Series A Preferred Stock. The amount deemed distributed to the holders of Series A Preferred Stock upon any such transaction shall be the cash or the value of the property, rights or securities distributed to such holders by the Corporation or the acquiring person, firm or other entity, as applicable. Any election by a Majority Interest pursuant to this Section A.4(c) shall be made by written notice to the Corporation and the other

holders of Series A Preferred Stock at least five (5) days prior to the closing of the relevant transaction. Upon the election of such Majority Interest hereunder, all holders of Series A Preferred Stock shall be deemed to have made such election and such election shall bind all holders of the Series A Preferred Stock. Notwithstanding anything to the contrary contained herein, the holders of shares of Series A Preferred Stock or a Majority Interest, as applicable, shall have the right to elect to give effect to the conversion rights contained in Section A.5(a), instead of giving effect to the provisions contained in this Section A.4(c) with respect to the shares of Series A Preferred Stock held by such holders.

(4) Valuation of Securities or Other Non-Cash Consideration. For purposes of valuing any securities or other noncash consideration to be delivered to the holders of the Series A Preferred Stock in connection with any transaction to which Section A.4(c) is applicable, the following shall apply:

(i) If any such securities are traded on a nationally recognized securities exchange or inter-dealer quotation system, the value shall be deemed to be the average of the closing prices of such securities on such exchange or system over the 30-day period ending three (3) business days prior to the closing;

(ii) If any such securities are traded over-the-counter, the value shall be deemed to be the average of the closing bid prices of such securities over the 30-day period ending three (3) business days prior to the closing; and

(iii) If there is no active public market for such securities or other noncash consideration, the value shall be the fair market value thereof, as mutually determined in good faith by the Corporation and the holders of not less than a Majority Interest, provided that if the Corporation and the holders of a Majority Interest are unable to reach agreement, then by independent appraisal by a mutually agreed to investment banker, the fees of which shall be paid by the Corporation.

(e) Conversion. Shares of Series A Preferred Stock shall be converted into Common Stock in accordance with the following:

(1) Voluntary Conversion. The holders of shares of Series A Preferred Stock may convert such shares into Common Stock at any time after the date of issuance of such shares of Series A Preferred Stock as follows:

(i) Upon the written election of the holder thereof and without payment of any additional consideration, each outstanding share of Series A Preferred Stock held by such holder shall be converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (A) the Series A Preference Amount, by (B) the Conversion Price (such quotient, the "Conversion Rate"). The "Conversion Price" per share for shares of Series A Preferred Stock shall be the Original Issue Price (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like). Any election by a holder of Series A Preferred Stock pursuant to this Section A.5(a)(i) shall be made by written notice to the

Corporation, and such notice may be given at any time and from time to time after the date of the filing of this Amended and Restated Certificate of Incorporation.

(ii) Upon the written election of a Majority Interest and without the payment of any additional consideration, all (but not less than all) of the outstanding shares of Series A Preferred Stock shall be converted into fully paid and nonassessable shares of Common Stock at the Conversion Rate. Any election by a Majority Interest pursuant to this Section A.5(a)(ii) shall be made by written notice to the Corporation and the other holders of Series A Preferred Stock, and such notice may be given at any time after the date of the filing of this Amended and Restated Certificate of Incorporation through and including the date which is five (5) days prior to the closing of any transaction contemplated by Section A.4(c). Upon such election, all holders of the Series A Preferred Stock shall be deemed to have elected to voluntarily convert all outstanding shares of Series A Preferred Stock into shares of Common Stock pursuant to this Section A.5(a)(ii) and such election shall bind all holders of Series A Preferred Stock.

(2) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted, without the payment of any additional consideration, into fully paid and nonassessable shares of Common Stock at the Conversion Rate as of, and in all cases subject to, the closing of the Corporation's first underwritten public offering on a firm commitment basis by a nationally recognized investment banking organization or organizations pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of Common Stock (i) at a price per share of Common Stock of not less than \$126.4368 (appropriately adjusted for stock splits, stock dividends, combinations, recapitalizations and the like), (ii) with respect to which the Corporation receives aggregate net proceeds attributable to sales for the account of the Corporation (after deduction of underwriting discounts and commissions) of not less than \$15 million, and (iii) with respect to which such Common Stock is listed for trading on either the New York Stock Exchange or the NASDAQ National Market (a "QPO"). If a closing of a QPO occurs, all outstanding shares of Series A Preferred Stock shall be deemed to have been converted into shares of Common Stock immediately prior to such closing.

(3) Procedure for Conversion.

(i) Voluntary Conversion. Upon election to convert pursuant to Section A.5(a)(i) or (ii), the relevant holder or holders of Series A Preferred Stock shall surrender the certificate or certificates representing the Series A Preferred Stock being converted to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto) or shall deliver an affidavit of loss to the Corporation, at its principal executive office or such other place as the Corporation may from time to time designate by notice to the holders of the Series A Preferred Stock. Upon surrender of such certificate(s) or delivery of an affidavit of loss, the Corporation shall issue and send by hand delivery, by courier or by first class mail (postage prepaid) to the holder thereof or to such holder's designee, at the address designated by such holder, certificates for the number of shares of Common Stock to which such holder shall be entitled upon conversion. The issuance of certificates for Common Stock upon conversion of Series A Preferred Stock shall be deemed effective as

of the date of surrender of such Series A Preferred Stock certificates or delivery of such affidavit of loss and will be made without charge to the holders of such shares for any issuance tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issuance of such stock.

(ii) Automatic Conversion. As of the closing of a QPO (the "Automatic Conversion Date"), all outstanding shares of Series A Preferred Stock shall be converted into shares of Common Stock without any further action by the holders of such shares and whether or not the certificates representing such shares of Series A Preferred Stock are surrendered to the Corporation. On the Automatic Conversion Date, all rights with respect to the Series A Preferred Stock so converted shall terminate, except any of the rights of the holders thereof upon surrender of their certificate or certificates therefor or delivery of an affidavit of loss thereof to receive certificates for the number of shares of Common Stock into which such shares of Series A Preferred Stock have been converted. If so 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 by his, her or its attorney duly authorized in writing. Upon surrender of such certificates or affidavit of loss, the Corporation shall issue and deliver to such holder, promptly (and in any event in such time as is sufficient to enable such holder to participate in such QPO) at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of the Series A Preferred Stock surrendered are convertible on the Automatic Conversion Date.

(4) 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 Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A 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 outstanding shares of Series A Preferred Stock, the Corporation will take such corporate action as may be necessary to increase the number of its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, and to reserve the appropriate number of shares of Common Stock for issuance upon such conversion.

(5) No Closing of Transfer Books. The Corporation shall not close its books against the transfer of shares of Series A Preferred Stock in any manner that would interfere with the timely conversion of any shares of Series A Preferred Stock.

(f) Notice; Waivers.

(1) Liquidation Events, Etc. In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event, event deemed a Liquidation Event pursuant to Section A.4(c) hereof, QPO or any other public offering becomes reasonably likely to occur, the Corporation shall mail or cause to be

mailed by first class mail (postage prepaid) to each holder of Series A Preferred Stock at least thirty (30) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event, event deemed a Liquidation Event pursuant to Section A.4(c) hereof, QPO or other public offering is expected to become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event.

(2) Waiver of Notice. The holder or holders of a Majority Interest may, at any time upon written notice to the Corporation, waive any notice or certificate delivery provisions specified herein for the benefit of such holders, and any such waiver shall be binding upon all holders of such securities.

(3) Other Waivers. The holder or holders of a Majority Interest may, at any time upon written notice to the Corporation, waive compliance by the Corporation with any term or provision herein, provided that any such waiver does not affect any holder of outstanding shares of Series A Preferred Stock in a manner materially different than any other holder, and any such waiver shall be binding upon all holders of Series A Preferred Stock and their respective transferees.

(g) No Reissuance of Series A Preferred Stock. No share or shares of Series A Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

(h) Contractual Rights of Holders. The various provisions set forth herein for the benefit of the holders of the Series A Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, one or more actions for specific performance.

## Section 2. COMMON STOCK

### (a) Voting.

(1) Election of Directors. The holders of Common Stock voting together with the holders of outstanding Series A Preferred Stock as a single class shall be entitled to elect all of the Directors of the Corporation. Such Director(s) shall be elected by a plurality vote, with the elected candidates being the candidates receiving the greatest number of affirmative votes (with each holder entitled to cast one vote for or against each candidate with respect to each share held by such holder), with votes cast against such candidates and votes withheld having no legal effect. The election of such Directors shall occur at the annual meeting of holders of capital stock or at any special meeting called and held in accordance with the by-laws of the Corporation, or by consent in lieu thereof in accordance with this Amended and Restated Certificate of Incorporation and applicable law.

(2) Voting Generally. Except as otherwise expressly provided herein or required by law, each holder of outstanding shares of Common Stock shall be entitled to one (1) vote in respect of each share of Common Stock held thereby of record on the books of the

Corporation for the election of directors and on all matters submitted to a vote of stockholders of the Corporation. Notwithstanding the provisions of Section 242(b)(2) of the Delaware General Corporation Law, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of a majority of the outstanding shares of Common Stock and Series A Preferred Stock voting together as a single class.

(b) Dividends. Subject to the payment in full of all preferential dividends to which the holders of the Series A Preferred Stock are entitled hereunder, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion, with holders of Series A Preferred Stock and Common Stock sharing *pari passu* in such dividends, as contemplated by Section A.3.

(c) Liquidation. Upon any Liquidation Event, after the payment or provision for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of Series A Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution, as contemplated by Section A.4.

#### ARTICLE V

In furtherance of and not in limitation of powers conferred by statute, it is further provided:

(a) Election of Directors need not be by written ballot unless the by-laws of the Corporation so provide.

(b) The Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation to the extent specified therein.

#### ARTICLE VI

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide.

#### ARTICLE VII

To the extent permitted by law, the books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated in the by-laws of the Corporation or from time to time by its Board of Directors.

#### ARTICLE VIII

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 of the Corporation, except for liability (a) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the Delaware General Corporation Law, or (d) for any transaction from which the Director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this Amended and Restated Certificate of Incorporation to authorize corporate action further eliminating or limiting 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 the State of Delaware.

Any repeal or modification of this Article VIII by the stockholders of the Corporation or by an amendment to the Delaware General Corporation Law shall not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring either before such repeal or modification of a person serving as a Director prior to or at the time of such repeal or modification.

#### ARTICLE IX

Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.