

Form **PTO-1594** **RECORDATION FORM COVER SHEET** U. S. Department of Commerce  
 (rev 06/04) **TRADEMARKS ONLY** Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**

**Sourcelink Business Services, Inc.**  
 ArborLake Centre, Suite 550  
 1751 Lake Cook Road  
 Deerfield, IL 60015

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation  
 Other

Citizenship Delaware  
 Execution Date(s) June 1, 1999

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and Address of receiving party(ies)**  
 Additional name(s) & address(es) attached?  Yes  No  
 Name: Sourcelink, Inc.

Internal Address: \_\_\_\_\_  
 Street Address: 1209 N. Orange Street

City: Wilmington  
 State: Delaware  
 Country: USA Zip: 19801

Association – Citizenship \_\_\_\_\_  
 General Partnership – Citizenship \_\_\_\_\_  
 Limited Partnership – Citizenship \_\_\_\_\_  
 Corporation – Citizenship Delaware  
 Other \_\_\_\_\_  
 Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Government Interest Assignment  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s):**

A. Trademark Application No(s). \_\_\_\_\_

B. Trademark Registration No(s). **2407690**

Additional numbers attached?  Yes  No

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Jonathan Seiden, Esq.  
 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
 Four Times Square  
 New York, New York 10036  
 Tel: (212) 735-3697  
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 JSeiden@skadden.com


**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 1.21(h) and 3.41) \$40**

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 091950/1)

**8. Payment Information**  
 Deposit Account No. 19-2385  
 Authorized user Name: Philip H. Bartels

**9. Signature.**

 May 11, 2005  
 Signature Date  
Jonathan Seiden, Esq.  
 Name of Person Signing

Total number of pages including cover sheet, and documents: 15

G/H \$40.00 192385 2407690

State of Delaware  
Secretary of State  
Division of Corporations  
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SECOND AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

SOURCELINK, INC.

1. The Certificate of Incorporation of SourceLink, Inc. (the "Corporation") was filed in the Office of the Secretary of State of the State of Delaware on July 10, 1997, was amended and restated on July 31, 1997, and was amended on June 1, 1999, April 20, 2000, July 20, 2000, May 31, 2001 and March 13, 2002. The original name of the Corporation was SourceLink Business Services, Inc.

2. The Board of Directors of the Corporation, by the unanimous written consent of its members, filed with the minutes of the Board on March 30, 2004, adopted a resolution proposing and declaring advisable that the Certificate of Incorporation be amended and restated and duly adopting this Second Amended and Restated Certificate of Incorporation.

3. In lieu of a special meeting of the stockholders, written consents were obtained from a majority of the outstanding shares entitled to vote thereon and a majority of the outstanding shares of each class entitled to vote thereon as a class in favor of this Second Amended and Restated Certificate of Incorporation in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (the "GCL").

4. The text of the Certificate of Incorporation, as amended and restated herein, shall read as follows:

**FIRST:** The name of the Corporation is "SourceLink, Inc."

**SECOND:** 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.

**THIRD:** The nature or purpose of the business to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the GCL.

**FOURTH:** The total number of shares of stock which the Corporation shall have authority to issue is one-hundred eighty-four thousand (184,000) shares, consisting of:

(i) One hundred twenty thousand (120,000) shares of Class A Common Stock, par value \$.01 per share (the "Class A Common Stock");

(ii) Fifty-four thousand (54,000) shares of Class B Common Stock, par value \$.01 per share (the "Class B Common Stock"); together with the Class A Common Stock the "Common Stock"; and

(iii) Nine thousand (9,000) shares of Serial Preferred Stock, par value \$.01 per share (the "Preferred Stock").

(iv) One thousand (1,000) shares of Serial Preferred Stock, par value \$1.00 per share.

A statement of the powers, designations, preferences, and relative participating, optional or other special rights and the qualifications, limitations and restrictions of the Common Stock and the Preferred Stock is as follows

1. Common Stock. Of the 97,750 shares of Class A Common Stock of the Corporation issued and outstanding immediately prior to the date of filing of this Second Amended and Restated Certificate of Incorporation (the "Original Class A Common Stock"), the 47,500 shares of Original Class A Common Stock of the Corporation issued and outstanding in the name of JZ Equity Partners PLC ("JZEP") will, effective immediately upon the filing of this Second Amended and Restated Certificate of Incorporation, be converted automatically (and without further action) into 47,500 shares of Class B Common Stock of the Corporation outstanding under the Second Amended and Restated Certificate of Incorporation. Upon such conversion, JZEP shall for all purposes be deemed to have become the holder of record of 47,500 shares of Class B Common Stock, irrespective of whether new certificates for Class B Common Stock are delivered to JZEP in replacement for the certificates evidencing the shares of Original Class A Common Stock so converted. The Corporation agrees that, upon the request of JZEP and receipt of the certificates evidencing the Original Class A Common Stock or an affirmation reasonably satisfactory to the Corporation as to the unavailability of such certificates, the Corporation shall promptly re-issue to JZEP one or more share certificates evidencing the number of shares of Class B Common Stock held of record by JZEP.

(a) Dividends. All shares of Common Stock of the Corporation shall be of equal rank and shall be identical, except as hereinafter specifically set forth. No dividend or other distribution shall be paid upon, or declared or set apart for: any share of any class of Common Stock of the Corporation for any dividend period unless at the same time a dividend or distribution for the same period shall be paid upon, or declared and set apart for, all shares of each other class of Common Stock then issued and outstanding, in the same amount with respect to each issued and outstanding share of Common Stock, as though all shares of Common Stock were of a single class, except that the Corporation may at any time concurrently declare and pay an equal dividend, on a share for share basis, in each respective class of Common Stock in shares of such class of Common Stock.

(b) Liquidation Rights. In the event of a voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, the holders of each class of Common Stock shall be entitled to share in the distribution of any remaining assets available for distribution to the holders of Common Stock ratably in proportion to the total number of shares of all classes of Common Stock then issued and outstanding as though all such shares were of a single class.

(c) Corporate Event. There shall be no increase, decrease or other alteration of the issued and outstanding shares of any class of Common Stock of the Corporation by or as a result of any stock split, stock dividend, combination of shares, recapitalization, reclassification, merger, consolidation, sale of all or substantially all of the assets of the Corporation, reorganization, liquidation, dissolution or other similar corporate transaction (each, a "Corporate Event") unless at the same time the shares of the other class or classes of Common Stock then issued and outstanding are also increased, decreased or otherwise altered, as the case may be, in the same manner and to the same extent. Without limiting the generality of the foregoing, the number of shares of each class of Common Stock issued and outstanding immediately following any such Corporate Event shall bear the same ratio to the number of shares of that class of Common Stock issued and outstanding immediately prior to such Corporate Event as the number of shares of each other class of Common Stock issued and outstanding immediately following such Corporate Event shall bear to the number of shares of that class of Common Stock issued and outstanding immediately prior to such Corporate Event.

(d) Voting Rights. The holders of Class A Common Stock shall be entitled to one vote per share in voting or consenting to the election of directors and for all other corporate purposes to the extent authorized by this Certificate of Incorporation or law. The holders of Class B Common Stock shall not be entitled to vote at any meeting of stockholders or to express consent or dissent to any corporate action taken without a meeting (including, without limitation, any election or removal of the directors of the Corporation). The Class B Common Stock shall not be included in determining the number of shares voting or consenting or entitled to vote or consent on such matters; provided, however, that without the affirmative vote or prior written consent of the holders of a majority of the outstanding shares of Class B Common Stock, the Corporation shall not (i) merge with or into, or consolidate with, any other corporation if, under the terms pursuant to which such merger or consolidation is to be effected (w) the holders of Class B Common Stock would receive consideration in exchange for each share of such stock outstanding immediately prior to such merger or consolidation that is less in amount than, or different in form from, the consideration to be received in connection with such merger or consolidation by the holders of Class A Common Stock in exchange for each share of such stock outstanding immediately prior to such merger or consolidation, or (x) the holders of Class B Common Stock would receive any consideration (whether in the form of cash, property or securities) in exchange for the shares of Class B Common Stock held by them immediately prior to such merger or consolidation and any holder of Class A Common Stock (other than a subsidiary of the Corporation) would retain the shares of such stock held by it immediately prior to such merger or consolidation, or (ii) effectuate any amendment to, or modification or waiver of, any provision of this Restated Certificate of Incorporation that alters or changes the powers, designations, preferences or rights of the shares of Class B Common Stock (including, without limitation, any provision of this subdivision (d) of paragraph 1 of this ARTICLE FOURTH).

(e) Conversion Rights - Class B Common Stock.

1. Immediately upon the transfer of any shares of Class B Common Stock by the holder thereof to any Person other than an Affiliate of such holder, such shares shall, without any action on the part of any Person, be converted into the same number of fully paid and non-assessable shares of Class A Common Stock as the number of shares of Class B Common Stock so being transferred, except to the extent that (x) any shares are Adverse Designated Shares (as defined at subparagraph (4)(d) below) or (y) any direct or indirect transferee of the particular shares would be restricted by applicable law from acquiring or holding Class A Common Stock. Upon the surrender of any certificates for registration of transfer which prior thereto represented shares of Class B Common Stock, (a) the Corporation shall issue one or more new certificates, in such denomination or denominations as may be requested, for the same aggregate number of shares of Class A Common Stock represented by the certificates so surrendered, and registered as the holder thereof may request, and (b) the rights of the holder of such shares of Class B Common Stock shall cease with respect to the number of shares so transferred and the Person or Persons in whose name or names the certificates of shares of Class A Common Stock are to be issued upon such transfer shall be deemed to have become the holder or holders of record of the shares of Class A Common Stock represented thereby. Notwithstanding the foregoing, any holder of Class B Common Stock or the transferee of such holder may waive, in a writing delivered to the Corporation at the time of any transfer of shares to any Person other than an Affiliate of such holder, the requirement that such shares of Class B Common Stock be converted into shares of Class A Common Stock pursuant to this subparagraph 1. For purposes of this subparagraph 1, the transfer of shares of Class B Common Stock shall be determined not to occur until the transfer is registered on the stock transfer books of the Corporation.

2. Notwithstanding subparagraphs (1), (4) and (5), no share of Class B Common Stock shall be determined to be an Adverse Designated Share upon the transfer of such share under subparagraph (1) above in connection with:

(a) an effective registration statement filed under Section 5 of the Securities Act of 1933, as amended (the "Securities Act"),

(b) a sale under Rule 144 promulgated under the Securities Act ("Rule 144"), or

(c) a merger or consolidation of the Corporation with or into any other Person and after giving effect to such merger or consolidation, unless Designated Debt (as defined at subparagraph (4)(b) below) shall remain outstanding after the consummation of the transaction described in (a), (b), or (c) above.

3. Immediately upon the transfer of any shares of Class A Common Stock to any Person who is a holder of Class B Common Stock, such shares of Class A Common Stock shall, without any action on the part of any Person, be converted into the same number of fully paid and non-assessable shares of Class

Class B Common Stock as the number of shares of Class A Common Stock so being transferred. Upon the surrender of any certificates for registration of transfer which prior thereto represented shares of Class A Common Stock to any Person who is a holder of Class B Common Stock, (a) the Corporation shall issue one or more new certificates, in such denomination or denominations as may be requested, for the same aggregate number of shares of Class B Common Stock represented by the certificate or certificates so surrendered, and registered as the purchaser of such shares may request and (b) the rights of the holder of such shares of Class A Common Stock shall cease with respect to the number of shares so transferred and the Person or Persons in whose name or names the certificates for shares of Class B Common Stock are to be issued upon such transfer shall be deemed to have become the holder or holders of record of the shares of Class B Common Stock represented thereby.

4. No conversion of Class B Common Stock shall be deemed to occur under subparagraph (1) above with respect to an Adverse Designated Share.

(a) Any prospective transferor of Class B Common Stock shall provide notice in writing (each, a "Transfer Notice") to the Corporation not later than 30 days prior to the date (each, a "Transfer Date") on which a proposed transfer is to be made. The Transfer Notice shall identify the proposed transferee and the material terms of the proposed transfer. Upon receipt of a Transfer Notice, the Corporation may, within 5 Business Days, deliver to the prospective transferor in writing a request for additional information regarding the proposed transfer, and the prospective transferor and transferee shall provide all information reasonably requested by the Corporation within 3 Business Days after receipt of such request.

(b) Within 5 Business Days (i) after receipt of any additional information as the Corporation may have requested pursuant to subsection 4(a) or (ii) if the Corporation has not requested additional information, after receipt of a Transfer Notice, the Corporation shall provide notice in writing (each, a "Designation Notice") to the prospective transferor stating whether there is reason to believe the transferee's ownership of Class A Common Stock could cause any Designated Debt to be subject to the U.S. federal withholding tax (such result, an "Adverse Tax Effect"). "Designated Debt" means all promissory notes and other indebtedness of the Corporation outstanding under the Purchase Agreement, dated July 31, 1997 between the Corporation and JZ Equity Partners PLC, as such agreement may have heretofore been or hereafter be amended from time to time, including, without limitation, all notes initially issued thereunder in the aggregate original principal amount of \$9,850,000.00, all payment-in-kind notes, if any, issued in payment of interest due from time to time thereunder, all consent notes, if any, issued as compensation for waivers and modifications from time to time thereto and all other promissory notes issued in renewal, substitution or replacement for any thereof.

(c) If the Designation Notice does not indicate that there is reason to believe that the transferee's ownership of Class A Common Stock would have an Adverse Tax Effect, the conversion of the subject shares of Class B Common Stock pursuant to subparagraph (1) shall be deemed to occur upon completion of the transfer on the Transfer Date. If the Designation Notice indicates that there is reason to believe that the transferee's ownership of Class A Common Stock would have an Adverse Tax Effect, the conversion of the subject shares of Class B Common Stock pursuant to subparagraph (1) shall be deemed not to occur upon completion of the transfer unless, within 10 days of the receipt of the Designation Notice, the prospective transferee of the shares of Class B Common Stock shall have provided a tax opinion reasonably acceptable to the Corporation to the effect that the conversion will not cause the Corporation to become subject to U.S. federal withholding tax in connection with any Designated Debt. If the Designation Notice has indicated that there is reason to believe there would be an Adverse Tax Effect, and there has been compliance with the opinion requirement of the preceding sentence, the conversion shall be deemed to occur upon completion of the transfer on the Transfer Date.

(d) If (i) a prospective transferor shall fail to respond to a request for information from the Corporation pursuant to subparagraph (4)(a) within the time period provided or (ii) a prospective transferee shall fail to provide a tax opinion pursuant to subparagraph (4)(c) after receipt of a Designation Notice indicating that the transferee's ownership of Class A Common Stock would have an Adverse Tax Effect, the shares of Class B Common Stock which are the subject of the proposed transfer shall be deemed to be "Adverse Designated Shares" and such shares of Class B Common Stock shall not convert to shares of Class A Common Stock upon any completion of the transfer.

(e) Any agreement, arrangement, or understanding between the Corporation and any holder of Designated Debt relating to any liability or obligation in connection with the federal withholding tax shall not be affected (and, if there is otherwise no such agreement, arrangement, or understanding, none shall be implied) by any provision of this subparagraph (4) or by any act or failure to act pursuant to any such provision (including, without limitation, the delivery, failure to deliver, or determination of acceptability or nonacceptability of, any opinion described in subparagraph 4(c)).

(f) No provision of this subparagraph (4) shall affect the right of the Corporation or other person to require such forms or other information from any transferee or other person as required or authorized by the administrative procedures of the U.S. federal tax authority or as otherwise required or authorized by applicable law.

(g) A prospective transferee (excluding, however, a transferee of all or substantially all of the assets of a holder of the Class B Common Stock) shall reimburse the Corporation for the Corporation's reasonable expenses incurred in connection with subparagraphs 4(a), 4(b) or 4(c) above.

5. Class B Common Stock shall be permitted or deemed to convert to shares of Class A Common Stock only upon a transfer pursuant to the transactions described in subparagraph (1) or (2). Conversion of any Adverse Designated Share shall become effective only after the entry in the records of the Corporation pertaining to such Common Stock as described in subparagraph 1 above. In the event any of the provisions of subparagraphs (1), (2), (3) or (4) preclude the conversion of any Class B Common Stock, a transferee of such shares shall not be permitted or deemed to have converted the shares of Class B Common Stock and shall hold the Class B Common Stock.

6. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, or its treasury shares, solely for the purpose of issue upon the conversion of the Class B Common Stock as provided in this paragraph (e), such number of shares of Class A Common Stock as are then issuable upon the conversion of all outstanding shares of Class B Common Stock. The Corporation shall at all times reserve and keep available (or cause such shares to be reserved and kept available) out of its authorized but unissued shares of Class B Common Stock, or its treasury shares, solely for the purpose of issue upon the conversion of the Class A Common Stock as provided in this paragraph (e), such number of shares of Class B Common Stock as are then issuable upon the conversion of all outstanding shares of Class A Common Stock. The Corporation covenants that all shares of Class A Common Stock and Class B Common Stock which are issuable upon conversion shall, when issued, be duly and validly issued, fully paid and nonassessable and free from all liens and charges. The Corporation shall take all such actions as may be necessary to assure that all such shares of Class A Common Stock and Class B Common Stock may be so issued without violation of any law or any regulation, rule or other requirement of any governmental entity, self-regulatory organization, or domestic securities exchanges upon which shares of Class A Common Stock or Class B Common Stock may be listed. The Corporation shall not take any action which would affect the number of shares of Class A Common Stock or Class B Common Stock outstanding or issuable for any purposes unless immediately following such action the Corporation would have authorized but unissued shares of Class A Common Stock and Class B Common Stock, or treasury shares, not then reserved or required to be reserved for any purpose other than the purpose of issue upon conversion of Class B Common Stock or Class A Common Stock, as the case may be, sufficient to meet the reservation requirements of the first two sentences of this subparagraph 6.

7. If any shares of Class A Common Stock or Class B Common Stock required to be reserved for purposes of conversion hereunder require, before such shares may be issued upon conversion, registration with or approval of any governmental authority under any federal or state law (other than any registration under the Securities Act or any state securities law required by reason of any transfer involved in such conversion), or listing on any domestic securities exchange, the Corporation shall, at its expense and as promptly as possible, use its



best efforts to cause such shares to be duly registered or approved or listed, as the case may be.

8. The issue of certificates for shares of Class A Common Stock upon conversion of shares of Class B Common Stock and certificates for shares of Class B Common Stock upon conversion of shares of Class A Common Stock shall be made without charge to the holder of such shares of any issue tax in respect thereof or other costs incurred by the Corporation in connection with such conversion and the related issue of shares of Class A Common Stock or Class B Common Stock, as the case may be; provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of any certificate in a name other than that of the holder of the Class B Common Stock converted or the holder of the Class A Common Stock converted, as the case may be.

9. Any holder of Class B Common Stock who receives certificates representing shares of Class A Common Stock that have been converted into shares of Class B Common Stock pursuant to subparagraph 3 above, shall be entitled at any time and from time to time to surrender the certificate or certificates representing shares of Class A Common Stock at the principal office of the Corporation, together with written notice by such holder stating that such holder desires to receive in exchange therefor a certificate or certificates representing the same number of shares of Class B Common Stock. Promptly after such surrender and receipt of such written notice, the Corporation will issue and deliver in accordance with such instructions the certificate or certificates for the shares of Class B Common Stock issuable upon such conversion.

(f) Certain Definitions. As used in this ARTICLE FOURTH, the following terms shall have the following respective meanings:

"Affiliate" means a Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person and shall include any portfolio or investment fund of which such other Person is the sole investment advisor. The term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Person" means any individual, firm, corporation, business enterprise, trust, association, joint venture, partnership, any foreign, federal, state, municipal or other government or any department, commission, board, bureau, agency, public authority or instrumentality thereof, or any court or arbitrator or other entity, whether acting in an individual, fiduciary or other capacity.

2. Preferred Stock. The Board of Directors is authorized, subject to limitations prescribed by law, to provide for the issuance of the Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time

the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

- (a) The number of shares constituting that series and the distinctive designation of that series;
- (b) The rate of dividend, and whether (and if so, on what terms and conditions) dividends shall be cumulative (and if so, whether unpaid dividends shall compound or accrue interest) or shall be payable in preference or in any other relation to the dividends payable on any other class or classes of stock or any other series of the Preferred Stock;
- (c) Whether that series shall have voting rights in addition to the voting rights provided by law and, if so, the terms and extent of such voting rights;
- (d) Whether the shares must or may be redeemed and, if so, the terms and conditions of such redemption (including, without limitation, the dates upon or after which they must or may be redeemed and the price or prices at which they must or may be redeemed, which price or prices may be different in different circumstances or at different redemption dates);
- (e) Whether the shares shall be issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange (including without limitation the price or prices or the rate or rates of conversion or exchange or any terms for adjustment thereof);
- (f) The amounts, if any, payable upon the shares in the event of voluntary liquidation, dissolution or winding up of the Corporation in preference of shares of any other class or series and whether the shares shall be entitled to participate generally in distributions on the Common Stock under such circumstances;
- (g) The amounts, if any, payable under the shares thereof in the event of involuntary liquidation, dissolution or winding up of the Corporation in preference of shares of any other class or series and whether the shares shall be entitled to participate generally in distributions in the Common Stock under such circumstances;
- (h) Sinking fund provisions, if any, for the redemption or purchase of the shares (the term "sinking fund" being understood to include any similar fund, however designated); and
- (i) Any other relative rights, preferences, limitations and powers of that series.

**FIFTH:** At all meetings of stockholders, each stockholder shall be entitled to vote, in person or by proxy, the shares of voting stock owned by such stockholders of record on the record date for the meeting. When a quorum is present or represented at any meeting, the vote of the holders of a majority in interest of the stockholders present in person or by proxy at such meeting and entitled to vote thereon shall decide any question, matter or proposal brought before

such meeting unless the question is one upon which, by express provision of law, this Certificate of Incorporation or the By-laws applicable thereto, a different vote is required, in which case such express provision shall govern and control the decision of such question.

SIXTH:

1. Number of Directors. The number of directors of the Corporation shall be fixed from time to time by the vote of a majority of the entire Board of Directors, but such number shall in no case be less than one (1) nor more than nine (9). Any such determination made by the Board of Directors shall continue in effect unless and until changed by the Board of Directors, but no such changes shall affect the term of any directors then in office.

2. Term of Office; Quorum; Vacancies. A director shall hold office until the annual meeting for the year in which his or her term expires and until his or her successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Subject to the By-laws, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. Any vacancies and newly created directorships resulting from an increase in the number of directors shall be filled by a majority of the Board of Directors then in office even though less than a quorum and shall hold office until his successor is elected and qualified or until his earlier death, resignation, retirement, disqualification or removal from office.

3. Removal. Subject to the By-laws and the Stockholders Agreement, dated as of July 31, 1997, by and among the Corporation and the Corporation's Stockholders (the "Stockholders Agreement"), any director may be removed upon the affirmative vote of the holders of a majority of the votes which could be cast by the holders of all outstanding shares of capital stock entitled to vote for the election of directors, voting together as a class, given at a duly called annual or special meeting of stockholders.

SEVENTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(2) The directors shall have the power, subject to the terms and conditions of the Stockholders Agreement and the By-laws of Corporation, to make, adopt, alter, amend, change, add to or repeal the By-laws of the Corporation.

(3) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the GCL, this Certificate of Incorporation, and any By-laws adopted by the stockholders; provided, however, that no By-Laws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such By-Laws had not been adopted.

EIGHTH:

4. Stockholder Meetings; Keeping of Books and Records. Meetings of stockholders may be held within or outside the State of Delaware as the By-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the GCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-laws of the Corporation.

5. Special Stockholders Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President or the Chairman of the Board, if one is elected, and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of shareholders owning a majority in amount of the Class A Common Stock of the Corporation issued and outstanding and entitled to vote.

6. No Written Ballot. Elections of directors need not be by written ballot unless the By-laws of the Corporation shall so provide.

NINTH:

7. Limits on Director Liability. Directors of the Corporation shall have no personal liability to the Corporation or its stockholders for monetary damages for breach of a fiduciary duty as a director; provided that nothing contained in this Article NINTH shall eliminate or limit the liability of a director (i) for any breach of a 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 knowing violations of law, (iii) under Section 174 of the GCL, or (iv) for any transaction from which a director derived an improper personal benefit. If the GCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then by virtue of this Article NINTH the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL, as so amended.

8. Indemnification.

(a) The Corporation shall indemnify, in accordance with the By-laws of the Corporation and to the fullest extent permitted from time to time by the GCL or any other applicable laws as presently or hereafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation, by reason of his acting as a director or officer of the Corporation (and the Corporation, in the discretion of the Board of Directors, may so indemnify a person by reason of the fact that he is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation in any other capacity for or on behalf of the Corporation) against any liability or expense actually and reasonably incurred by such person in respect thereof; provided, however, the Corporation shall be required to indemnify an officer or director in connection with an action, suit or proceeding (or part thereof) initiated by such person only if (i) such action, suit or proceeding (or part thereof) was authorized by the Board of Directors and (ii) the indemnification does not relate to any liability arising under Section 16(b) of the Securities

Exchange Act of 1934, as amended, or any rules or regulations promulgated thereunder. Such indemnification is not exclusive of any other right to indemnification provided by law or otherwise. The right to indemnification conferred by this Section 2 shall be deemed to be a contract between the Corporation and each person referred to herein.

(b) If a claim under subdivision (a) of this paragraph 2 of this Article NINTH is not paid in full by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where any undertaking required by the By-laws of the Corporation has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the GCL and subdivision (a) of this paragraph 2 of this Article NINTH for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the GCL, nor an actual determination by the Corporation (including its Board of Directors, legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Indemnification shall include payment by the Corporation of expenses in defending an action or proceeding in advance of the final disposition of such action or proceeding upon receipt of an undertaking by the person indemnified to repay such payment if it is ultimately determined that such person is not entitled to indemnification under this Article NINTH, which undertaking may be accepted without reference to the financial ability of such person to make such repayment.

9. Insurance. The Corporation shall have the power (but not the obligation) to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the ARTICLE NINTH or the GCL.

10. Other Rights. The rights and authority conferred in this ARTICLE NINTH shall not be exclusive of any other right which any person may otherwise have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-law, agreement, contract, vote of stockholders or disinterested directors or otherwise.

11. Additional Indemnification. The Corporation may, by action of its Board of Directors, provide indemnification to such of the directors, officers, employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by the GCL.

12. Effect of Amendments. Neither the amendment, change, alteration nor repeal of this ARTICLE NINTH, nor the adoption of any provision of this Certificate of Incorporation or the by-laws of the Corporation, nor, to the fullest extent permitted by GCL, any modification of law, shall eliminate or reduce the effect of this ARTICLE NINTH or the rights or any protection afforded under this ARTICLE NINTH in respect of any acts or omissions occurring prior to such amendment, repeal, adoption or modification.

TENTH: Subject to the Corporation's Stockholders Agreement, the Corporation reserves the right to repeal, alter, change or amend any provision contained in this 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. No repeal, alteration or amendment of this Certificate of Incorporation shall be made unless the same is first approved by the Board of Directors of the Corporation pursuant to a resolution adopted by the directors then in office in accordance with the By-laws and applicable law and thereafter approved by the stockholders.

ELEVENTH: The Corporation has elected to not be governed by Section 203 of the GCL.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by Gordon L. Nelson, Jr., its Vice President, and attested by Steven L. Rist, its Assistant Secretary, as of March 30, 2004.

SOURCELINK, INC.

By:  \_\_\_\_\_  
Name: Gordon L. Nelson, Jr.  
Title: Vice President

ATTEST:   
By: \_\_\_\_\_  
Name: Steven L. Rist  
Title: Assistant Secretary