

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Esquagama Labs, Inc.		12/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Found Health, Inc.		
Street Address:	1 Letterman Drive, Bldg. C, Suite 3500		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94129		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88575847	FOUND	
CORRESPONDENCE DATA			
Fax Number:	9498520004		
<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:	9498520000		
Email:	tess@kppb.com		
Correspondent Name:	KPPB LLP		
Address Line 1:	2190 S. Towne Centre Place, STE 300		
Address Line 4:	Anaheim, CALIFORNIA 92806		
NAME OF SUBMITTER:	Christina Ducksworth		
SIGNATURE:	/Christina Ducksworth/		
DATE SIGNED:	09/24/2020		
Total Attachments: 12			
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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 RESTATED CERTIFICATE OF "ESQUAGAMA LABS, INC.", CHANGING ITS NAME FROM "ESQUAGAMA LABS, INC." TO "FOUND HEALTH, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF DECEMBER, A.D. 2019, AT 2:34 O`CLOCK P.M.

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




Jeffrey W. Bullock, Secretary of State

6735131 8100
SR# 20198515369

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

Authentication: 204189898
Date: 12-11-19

TRADEMARK
REEL: 007060 FRAME: 0617

**RESTATED CERTIFICATE OF INCORPORATION
OF
ESQUAGAMA LABS, INC.**

**(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)**

Esquagama Labs, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “*DGCL*”),

DOES HEREBY CERTIFY:

FIRST: That the name of this corporation is Esquagama Labs, Inc. and that this corporation was originally incorporated pursuant to the DGCL on January 30, 2018 under the name Esquagama Labs, Inc.

SECOND: That the Board of Directors of this corporation duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended and restated in its entirety as follows:

I.

The name of this corporation is Found Health, Inc. (the “*Company*”).

II.

The address of the registered office of the Company in the State of Delaware is 251 Little Falls Drive, Wilmington, DE, New Castle County, Zip Code 19808, and the name of the registered agent of the corporation in the State of Delaware at such address is Corporation Service Company.

III.

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the DGCL.

IV.

A. The Company is authorized to issue two classes of stock to be designated, respectively, “Class A Common Stock” and “Class F Common Stock.” The total number of shares that the Company is authorized to issue is 162,540,033 shares, 102,250,000 shares of which shall be Class A Common Stock (the “*Class A Common*”), 60,290,033 shares of which shall be Class F Common Stock (the “*Class F Common*” and together with the Class A Common, the “*Common Stock*”). Each of Class A Common and Class F Common shall have a par value of \$0.000001 per share.

B. The number of authorized shares of Class A Common may be increased or decreased (but not below the number of shares of Class A Common then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company entitled to vote (voting together as a single class on a voting power basis).

C. The rights, preferences, privileges, restrictions and other matters relating to the Class F Common are as follows:

1. VOTING RIGHTS.

a. General Rights. Except as otherwise provided herein or as required by law, the Class F Common shall vote together with the Class A Common at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Class A Common. Each holder of shares of Class F Common shall be entitled to the number of votes equal to ten (10) multiplied by the number of shares of Class A Common into which such shares of Class F Common could be converted (pursuant to Section 2 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Class A Common and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Company.

b. Separate Vote of Class F Common. For so long as any shares of Class F Common remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of a majority of the outstanding Class F Common shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):

(i) Any amendment, alteration, or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation) that has the effect of altering or changing the voting or other powers, preferences, or other special rights, privileges or restrictions of the Class F Common so as to affect them adversely;

(ii) Any increase or decrease in the authorized number of shares of Class F Common;

(iii) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking on a parity with or senior to the Class F Common in right of redemption, liquidation preference, voting or dividend rights or any increase in the authorized or designated number of any such class or series;

(iv) Any subdivision or combination, or redemption, repurchase, payment or declaration of dividends or other distributions with respect to Class A Common (except for acquisitions of Class A Common in exercise of the Company's right of first refusal to repurchase such shares);

(v) Any liquidation, dissolution or winding-up the business and affairs of the Company, any merger or consolidation or any sale or disposition, by the Company or any subsidiary, of substantially all of the assets of the Company and its subsidiaries taken as a whole;

(vi) Any increase or decrease in the authorized number of members of the Company's Board of Directors (the "**Board**"); or

(vii) Any implementation of any “pay to play” provision on the Class F Common or other similar provisions adversely affecting the conversion or other powers, preferences, or other special rights, privileges or restrictions of the Class F Common in a manner that is dependent on participation by the holders of Class F Common in a financing (whether equity or debt).

c. Election of Board of Directors.

(i) For so long as any shares of Class F Common remain outstanding, the holders of Class F Common, voting as a separate class, shall be entitled to elect two (2) members of the Board at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors, and to remove from office such directors in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such directors.

(ii) The holders of Class A Common and Class F Common, voting together as a single class, shall be entitled to elect all remaining members of the Board at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors, and to remove from office such directors in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such directors.

(iii) Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the DGCL, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Certificate of Incorporation, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the holders of shares of such class or series may override the Board’s action to fill such vacancy by (i) voting for their own designee to fill such vacancy at a meeting of the Company’s stockholders or (ii) written consent, if the consenting stockholders hold a sufficient number of shares to elect their designee at a meeting of the stockholders in which all members of such class or series are present and voted. Any director may be removed during his or her term of office without cause, by, and only by, the affirmative vote of the holders of the shares of the class or series of 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, and any vacancy thereby created may be filled by the holders of that class or series of stock represented at the meeting or pursuant to written consent. 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.

(iv) No person entitled to vote at an election for directors may cumulate votes to which such person is entitled unless required by applicable law at the time of such election. During such time or times that applicable law requires cumulative voting, every stockholder entitled to vote at an election for directors may cumulate such stockholder’s votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such stockholder’s shares are otherwise entitled, or distribute the stockholder’s votes on the same principle among as many candidates as such stockholder desires. No stockholder, however, shall be entitled to so cumulate such stockholder’s votes unless (A) the names of such candidate or candidates have been placed in nomination prior to the voting and (B) the stockholder has given notice at the meeting, prior to the voting, of such stockholder’s intention to cumulate such stockholder’s votes. If any stockholder has given proper notice to cumulate votes, all stockholders may cumulate their votes for any

candidates who have been properly placed in nomination. Under cumulative voting, the candidates receiving the highest number of votes, up to the number of directors to be elected, are elected.

2. CONVERSION RIGHTS. The holders of the Class F Common shall have the following rights with respect to the conversion of Class F Common into shares of Class A Common:

a. Optional Conversion. Subject to and in compliance with the provisions of this Section 2, any shares of Class F Common may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Class A Common. The number of shares of Class A Common to which a holder of Class F Common shall be entitled upon conversion shall be the product obtained by multiplying the “Class F Common Conversion Rate” then in effect (determined as provided in Section 2(a)(ii)) by the number of shares of Class F Common being converted.

b. Class F Common Conversion Rate. The conversion rate in effect at any time for conversion of the Class F Common (the “*Class F Common Conversion Rate*”) shall be the quotient obtained by dividing \$0.000001 (the “*Class F Original Issue Price*”) by the “Class F Common Conversion Price,” calculated as provided in Section 2(a)(iii).

c. Class F Common Conversion Price. The conversion price for the Class F Common shall initially be the Class F Original Issue Price (the “*Class F Common Conversion Price*”). Such initial Class F Common Conversion Price shall be adjusted from time to time in accordance with this Section 2. All references to the Class F Common Conversion Price herein shall mean the Class F Common Conversion Price as so adjusted.

d. Mechanics of Optional Conversion. Each holder of Class F Common who desires to convert the same into shares of Class A Common pursuant to this Section 2 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Class F Common and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Class F Common being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Class A Common to which such holder is entitled. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Class F Common to be converted, and the person entitled to receive the shares of Class A Common issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Class A Common on such date.

e. Adjustment for Stock Splits and Combinations. If at any time or from time to time on or after the date that the first share of Class F Common is issued (the “*Original Issue Date*”) the Company effects a subdivision of the outstanding Class A Common, the Conversion Prices in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Class A Common into a smaller number of shares, the Conversion Prices in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 2(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

f. Adjustment for Class A Common Dividends and Distributions. If at any time or from time to time on or after the Original Issue Date the Company pays to holders of Class A Common a dividend or other distribution in additional shares of Class A Common, each Conversion Price then in effect shall be decreased as of the time of such issuance, as provided below:

(i) Each Conversion Price shall be adjusted by multiplying the applicable Conversion Price then in effect by a fraction equal to:

(a) the numerator of which is the total number of shares of Class A Common issued and outstanding immediately prior to the time of such issuance, and

(b) the denominator of which is the total number of shares of Class A Common issued and outstanding immediately prior to the time of such issuance plus the number of shares of Class A Common issuable in payment of such dividend or distribution;

(ii) If the Company fixes a record date to determine which holders of Class A Common are entitled to receive such dividend or other distribution, the Conversion Prices shall be fixed as of the close of business on such record date and the number of shares of Class A Common shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Prices shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Prices shall be adjusted pursuant to this Section 2(f) to reflect the actual payment of such dividend or distribution.

g. Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation. If at any time or from time to time on or after the Original Issue Date the Class A Common issuable upon the conversion of the Class F Common is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise, in any such event each share of Class F Common shall thereafter be convertible in lieu of the Class A Common into which it was convertible prior to such event into the kind and amount of securities, cash or other property that a holder of the number of shares of Class A Common of the Company issuable upon conversion of one share of Class F Common immediately prior to such recapitalization, reclassification, merger, consolidation or other transaction would have been entitled to receive pursuant to such transaction, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 2 with respect to the rights of the holders of Class F Common after the capital reorganization to the end that the provisions of this Section 2 (including adjustment of the applicable Conversion Price then in effect and the number of shares issuable upon conversion of the Class F Common) shall be applicable after that event and be as nearly equivalent as practicable.

h. Notices of Record Date. Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, (ii) any merger or consolidation or any sale or disposition, by the Company or any subsidiary, of substantially all of the assets of the Company and its subsidiaries taken as a whole or other capital reorganization of the Company, (iii) any reclassification or recapitalization of the capital stock of the Company, or (iv) any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Class F Common at least 20 days prior to (x) the record date, if any, specified therein; or (y) if no record date is specified, the date upon which such action is to take effect (or, in either case, such shorter period approved by the holders of a majority of the outstanding Class F Common) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such reorganization, reclassification, transfer, consolidation, merger, sale of substantially all assets, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Class A

Common (or other securities) shall be entitled to exchange their shares of Class A Common (or other securities) for securities or other property deliverable upon such reorganization, reclassification, transfer, consolidation, merger, sale of substantially all assets, dissolution, liquidation or winding up.

i. Automatic Conversion.

(i) Each share of Class F Common shall automatically be converted into shares of Class A Common, based on the applicable then-effective Conversion Price, immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Class A Common for the account of the Company.

(ii) Any shares of Class F Common purchased by an investor of the Company in connection with an Equity Financing (as defined below) shall, subject to the approval of the Board, automatically be converted immediately prior to such transfer into shares of the series of Preferred Stock of the Company sold in the Equity Financing at the then-effective Class F Common Conversion Rate; provided that such investor must purchase such shares of Class F Common for the same price as the shares of Preferred Stock sold in such Equity Financing. For purposes of this Section, "**Equity Financing**" shall mean an equity financing of the Company in which the Company sells at least \$1,000,000 worth of a newly created series of Preferred Stock of the Company.

(iii) Any share of Class F Common transferred, other than pursuant to Section 2(i)(ii) above shall automatically be converted immediately prior to such transfer into shares of Class A Common at the then-effective Class F Common Conversion Rate.

(iv) Upon the occurrence of any of the events specified in Section 2(h)(i), 2(h)(ii) or 2(h)(iii) above, the outstanding shares of Class F Common shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Class A Common issuable upon such conversion unless the certificates evidencing such shares of Class F Common are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Class F Common, the holders of Class F Common shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Class F Common. Thereupon, there shall be issued and delivered to such holder promptly 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 Class A Common into which the shares of Class F Common surrendered were convertible on the date on which such automatic conversion occurred.

j. Fractional Shares. No fractional shares of Class A Common shall be issued upon conversion of Class F Common. All shares of Class A Common (including fractions thereof) issuable upon conversion of more than one share of Class F Common by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If after the aforementioned aggregation the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Class A Common (as determined by the Board) on the date of conversion.

k. Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class F Common, solely for the purpose of effecting the conversion of the shares of the Class F Common, such number of its shares of Class A Common as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Class F Common. If at any time the number of authorized but unissued shares of Class A Common shall not be sufficient to effect the conversion of all then outstanding shares of the Class F Common, the Company will take such corporate action as may be necessary to increase its authorized but unissued shares of Class A Common to such number of shares as shall be sufficient for such purpose.

l. Notices. Any notice required by the provisions of this Section 2 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by electronic transmission in compliance with the provisions of the DGCL if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

m. Payment of Taxes. The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Class A Common upon conversion of shares of Class F Common, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Class A Common in a name other than that in which the shares of Class F Common so converted were registered.

3. NO REISSUANCE OF CLASS F COMMON. Any shares or shares of Class F Common redeemed, purchased, converted or exchanged by the Company shall be cancelled and retired and shall not be reissued or transferred.

4. REDEMPTION. The Common Stock is not redeemable at the option of the holder.

V.

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

A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors that shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Certificate of Incorporation.

B. The Board is expressly empowered to adopt, amend or repeal the Bylaws of the Company, subject to any restrictions that may be set forth in this Certificate of Incorporation. The stockholders shall also have the power to adopt, amend or repeal the Bylaws of the Company, subject to any restrictions that may be set forth in this Certificate of Incorporation.

C. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

VI.

A. The liability of the directors for monetary damages shall be eliminated to the fullest extent under applicable law.

B. To the fullest extent permitted by applicable law, the Company is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Company (and any other persons to which applicable law permits the Company to provide indemnification) through Bylaw 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 such applicable law. If applicable law is amended after approval by the stockholders of this Article VI to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director to the Company shall be eliminated or limited to the fullest extent permitted by applicable law as so amended.

C. Any repeal or modification of this Article VI shall only be prospective and shall not affect the rights or protections or increase the liability of any director under this Article VI in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

VII.

A. In recognition and anticipation that (i) certain directors, principals, officers, employees and/or other representatives of Atomic Labs II, L.P. ("**Atomic**") and its Affiliates (as defined below) (may serve as directors, officers or agents of the Company, (ii) Atomic and its Affiliates, directly or indirectly (including through companies in which Atomic or any of its Affiliates is an equityholder, officer, director or affiliate), may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Company, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Company, directly or indirectly, may engage, and (iii) members of the Board who are not directly paid employees of the Company ("**Non-Employee Directors**") and their respective Affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Company, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Company, directly or indirectly, may engage, the provisions of this Article VII are set forth to regulate and define the conduct of certain affairs of the Company with respect to certain classes or categories of business opportunities as they may involve any of Atomic, the Non-Employee Directors or their respective Affiliates and the powers, rights, duties and liabilities of the Company and its directors, officers and stockholders in connection therewith. For the avoidance of doubt, no person shall be deemed not to be a Non-Employee Director solely by virtue of the payment of a management fee by the Company to Atomic or one or more of its Affiliates.

B. None of (i) Atomic or any of its Affiliates or (ii) any Non-Employee Director (including any Non-Employee Director who serves as an officer of the Company, in either his or her director or officer capacities) or his or her Affiliates (the Persons (as defined below) identified in clause (i) through (iii) above being referred to, collectively, as "**Identified Persons**" and, each individually, as an "**Identified Person**") shall, to the fullest extent permitted by law, have any duty to refrain from directly or indirectly (1) engaging in the same or similar business activities or lines of business in which the Company or any of its Affiliates now engages or proposes to engage in or (2) otherwise competing with the Company or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Company or its stockholders or to any Affiliate of the Company for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. To the fullest extent permitted by law and in accordance with Section 122(17) of the DGCL, the Company hereby renounces

any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity which may be a corporate opportunity for an Identified Person and the Company or any of its Affiliates, except as provided in Section C of this Article VII. Subject to said Section C of this Article VII, in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and the Company or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or offer such transaction or other business opportunity to the Company or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Company or its stockholders or to any Affiliate of the Company for breach of any fiduciary duty or other duty (contractual or otherwise) as a stockholder, director or officer of the Company solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person, or does not present such corporate opportunity to the Company or any of its Affiliates.

C. The Company does not renounce its interest in any corporate opportunity offered to any Non-Employee Director (including any Non-Employee Director who serves as an officer of the Company) if such opportunity is expressly offered to such person solely in his or her capacity as a director or officer of the Company, and the provisions of Section B of this Article VII shall not apply to any such corporate opportunity.

D. In addition to and notwithstanding the foregoing provisions of this Article VII, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Company if it is a business opportunity that (i) the Company is neither financially or legally able, nor contractually permitted to undertake, (ii) from its nature, is not in the line of the Company's business or is of no practical advantage to the Company, or (iii) is one in which the Company has no interest or reasonable expectancy.

E. For purposes of this Article VII, (i) "*Affiliate*" means (a) in respect of Atomic, any Person that, directly or indirectly, is controlled by Atomic, controls Atomic, or is under common control with Atomic, and shall include any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing (other than the Company and any entity that is controlled by the Company), (b) in respect of a Non-Employee Director, any Person that, directly or indirectly, is controlled by such Non-Employee Director (other than the Company and any entity that is controlled by the Company) and (c) in respect of the Company, any Person that, directly or indirectly, is controlled by the Company; and (ii) "*Person*" means any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

F. To the fullest extent permitted by law, any Person holding, purchasing or otherwise acquiring any interest in any shares of capital stock of the Company shall be deemed to have notice of and to have consented to the provisions of this Article VII.

G. Neither the amendment, change, alteration nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation or the Bylaws of the Company, nor, to the fullest extent permitted by DGCL, any modification of law, shall eliminate or reduce the effect of this Article VII or the rights or any protection afforded under this Article VII in respect of any corporate opportunity that an Identified Person acquires knowledge of prior to such amendment, repeal, adoption or modification.

VIII.

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

IX.

Unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim against the Company, its directors, officers or employees arising pursuant to any provision of the DGCL or the Company's Certificate of Incorporation or Bylaws or (iv) any action asserting a claim against the Company, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article IX shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XI (including, without limitation, each portion of any sentence of this Article IX containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

* * *

THIRD: The foregoing amendment and restatement was approved by the holders of the requisite number of shares of the Company in accordance with Section 228 of the DGCL.

FOURTH: That said Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Company's Certificate of Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the DGCL.

IN WITNESS WHEREOF, this Certificate has been subscribed this 9th day of December, 2019 by the undersigned who affirms that the statements made herein are true and correct.

/s/ Chester Ng _____

Chester Ng

President