

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **November 14, 2024 (November 13, 2024)**

LogicMark, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-36616

(Commission File Number)

46-0678374

(IRS Employer
Identification No.)

**2801 Diode Lane
Louisville, KY**

(Address of registrant's principal executive office)

40299

(Zip code)

Registrant's telephone number, including area code: **(502) 442-7911**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	LGMK	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

As previously reported, on November 13, 2024, LogicMark, Inc. (the “Company”) entered into settlement and release agreements (the “Settlement Agreements”) with the current and former holders (the “Holders”) of its Series B common stock purchase warrants (the “Warrants”) exercisable for up to an aggregate of 9,670,000 shares of common stock, par value \$0.0001 per share, of the Company (“Common Stock”).

In connection with the Settlement Agreements, on November 13, 2024, the Company filed with the Secretary of State of the State of Nevada (the “Nevada Secretary of State”): (i) a Certificate of Designation of Preferences, Rights and Limitations of Series H Convertible Non-Voting Preferred Stock (the “Series H Certificate of Designation”) to designate 1,000 shares of the Company’s authorized and unissued preferred stock as Series H Convertible Non-Voting Preferred Stock, \$0.0001 par value per share (the “Series H Preferred Stock”); and (ii) a Certificate of Designation of Preferences, Rights and Limitations of Series I Non-Convertible Voting Preferred Stock (the “Series I Certificate of Designation,” and together with the Series H Certificate of Designation, the “Certificates of Designation”) to designate 1,000 shares of the Company’s authorized and unissued preferred stock as Series I Non-Convertible Voting Preferred Stock, \$0.0001 par value per share (the “Series I Preferred Stock”, and together with the Series H Preferred Stock, the “Preferred Stock”). Each Certificate of Designation became effective upon its filing with the Nevada Secretary of State and establishes the rights, preferences, privileges, qualifications, restrictions, and limitations relating to the applicable Preferred Stock as summarized below.

Pursuant to the Settlement Agreements, on November 14, 2024, the Company issued to the Holders an aggregate of (i) 1,000 shares of Series H Preferred Stock and (ii) 1,000 shares of Series I Preferred Stock.

Terms of the Series H Preferred Stock

Stated Value. Each share of Series H Preferred Stock has a stated value of \$1,000.

Voting. Holders of the shares of Series H Preferred Stock are not entitled to vote on matters on which the holders of shares of Common Stock are entitled to vote until and unless such holder has converted such shares of Series H Preferred Stock into Conversion Shares. Notwithstanding the foregoing, so long as any shares of Series H Preferred Stock are outstanding, the Company cannot, without the affirmative vote of the holders of a majority of the then-outstanding shares of Series H Preferred Stock, (a) alter or change adversely the powers, preferences or rights given to the Series H Preferred Stock or alter or amend the Series H Certificate of Designation, (b) amend the Articles of Incorporation or any other charter documents of the Company in any manner that adversely affects any rights of the Holders or (c) enter into any agreement with respect to any of the foregoing.

Ranking. The Series H Preferred Stock, with respect to the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Company, are junior in rank only to the Company’s Series F Convertible Preferred Stock, \$0.0001 par value per share, the Series C Non-Convertible Voting Preferred Stock, \$0.0001 par value per share, and any capital stock a majority of holders of the Series H Preferred Stock consent to the creation of.

Conversion. At any time from and after the first date of issuance of any Series H Preferred Stock (the “Initial Issuance Date”), a holder of Series H Preferred Stock may convert all, or any part, of the outstanding Series H Preferred Stock, at any time at such holder’s option, into Conversion Shares at an initial conversion price of \$0.4654, which is subject to proportional adjustment upon the occurrence of any stock split, stock dividend, stock combination and/or similar transactions. Subject to the rules and regulations of the Nasdaq Capital Market, the Company has the right to, at any time, with the written consent of a majority of the holders of outstanding Series H Preferred Stock, lower the conversion price to any amount. In addition, the conversion price of the Series H Preferred Stock will reset on the fifth trading day following the effective date of the Company’s next reverse stock split of its outstanding Common Stock to the greater of (i) the lowest volume weighted average price of the Common Stock on the Nasdaq Stock Market LLC during the five trading days immediately preceding the reset date and (ii) a floor price of \$0.1785. The shares of Series H Preferred Stock are initially convertible into approximately 2,148,689 shares of Common Stock.

Each holder of Series H Preferred Stock is prohibited from converting their shares of Series H Preferred Stock if, after giving effect to the issuance of such Conversion Shares, such holder together with its affiliates would beneficially own more than 4.99% of the outstanding Common Stock (the “Beneficial Ownership Limitation”). A holder of Series H Preferred Stock may increase such Beneficial Ownership Limitation to 9.99% upon notice to the Company.

Pro Rata Distributions. During such time as the Series H Preferred Stock is outstanding, if the Company declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction), other than dividends or issuances of rights pursuant to the Company’s existing rights agreement to holders of Common Stock or Common Stock Equivalents (a “Distribution”), at any time after the issuance of the Series H Preferred Stock, then, in each such case, the holder will be entitled to participate in such Distribution to the same extent that the holder would have participated therein if the holder had held the number of shares of Common Stock acquirable upon complete conversion of the Series H Preferred Stock (without regard to any limitations on conversion hereof, including without limitation, the beneficial ownership limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the holder’s right to participate in any such Distribution would result in the holder exceeding such limitation, then the holder will not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the holder until such time, if ever, as its right thereto would not result in the holder exceeding the beneficial ownership limitation).

Redemption. The shares Series H Preferred Stock are not redeemable.

Liquidation. In the event of any liquidation, dissolution or winding up of the Company, the Series H Preferred Stock holders are entitled to the greater of (a) the aggregate Stated Value of the shares of Series H Preferred Stock and (b) such amount the holders of shares of Series H Preferred Stock would be entitled to receive if their shares of Series H Preferred Stock were fully converted.

Terms of Series I Preferred Stock

Voting. The Series I Preferred Stock entitle the holder thereof to two (2) votes on all matters submitted to a vote of the stockholders of the Company, subject to proportional adjustment upon the occurrence of any stock split, stock dividend, stock combination and/or similar transactions. The holders of Series I Preferred Stock will vote together with the holders of shares of Common Stock as one class on all matters submitted to a vote of the stockholders of the Company, subject to certain exceptions.

Ranking. The Series I Preferred Stock, with respect to the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Company, are junior in rank to all other series of Preferred Stock.

Conversion. The shares of Series I Preferred Stock are not convertible or exchangeable into shares of Common Stock.

Redemption. The Series I Preferred Stock will be automatically redeemed by the Company for no consideration upon the redemption, conversion or sale of shares of Series H Preferred Stock on a one for one basis.

Liquidation. In the event of any liquidation, dissolution or winding up of the Company, Series I Preferred Stock holders are entitled to greater of (a) \$0.4654 per share or (b) an amount per share, equal to two (2) times the aggregate amount to be distributed per share to holders of Common Stock, subject to proportional adjustment upon the occurrence of any stock split, stock dividend, stock combination and/or similar transactions.

Merger, Consolidation, Etc. Event. In the event the Company effects a merger, consolidation or other such similar transaction in which shares of Common Stock are exchanged for, or changed into other securities, cash and/or any property, then the Series I Preferred Stock shall be similarly exchanged or changed in an amount per share equal to two (2) times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged, subject to proportional adjustment upon the occurrence of any stock split, stock dividend, stock combination and/or similar transactions.

The forgoing descriptions of the Series H Certificate of Designation and Series I Certification of Designation do not purport to be complete and are qualified in their entirety by reference to the copies of the Series H Certificate of Designation and Series I Certificate of Designation attached as Exhibit 3.1 and 3.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
3.1	Certificate of Designation of Preferences, Rights and Limitations of Series H Convertible Non-Voting Preferred Stock, as filed with the Secretary of State of the State of Nevada on November 13, 2024.
3.2	Certificate of Designation of Preferences, Rights and Limitations of Series I Non-Convertible Voting Preferred Stock, as filed with the Secretary of State of the State of Nevada on November 13, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 14, 2024

LogicMark, Inc.

By: /s/ Mark Archer

Name: Mark Archer

Title: Chief Financial Officer

DocuSign Envelope ID: 2A2F6CB7-BF06-4640-B010-2533AFF495BB



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
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 Website: www.nvsos.gov

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Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

Certificate of Designation

Certificate of Amendment to Designation - Before Issuance of Class or Series

Certificate of Amendment to Designation - After Issuance of Class or Series

Certificate of Withdrawal of Certificate of Designation

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: <input type="text" value="LogicMark, Inc."/>
	Entity or Nevada Business Identification Number (NVID): <input type="text" value="NV20232804130"/>
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only Date: <input type="text"/> Time: <input type="text"/> (Optional): (must not be later than 90 days after the certificate is filed)
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing: <input type="text" value="Series H Convertible Non-Voting Preferred Stock"/>
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing: <input type="text"/>
5. Amendment of class or series of stock:	<input type="checkbox"/> Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued.
	<input type="checkbox"/> Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.* <input type="text" value="See Certificate of Designation of Preferences, Rights and Limitations of Series H Convertible Non-Voting Preferred Stock attached hereto."/>
7. Withdrawal:	Designation being Withdrawn: <input type="text"/> Date of Designation: <input type="text"/> No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: * <input type="text"/>
8. Signature: (Required)	<input checked="" type="checkbox"/> <small>DocuSigned by:</small> <small>787189686837401</small> Signature of Officer Date: <input type="text" value="11/13/2024"/>

* Attach additional page(s) if necessary
 This form must be accompanied by appropriate fees.

LOGICMARK, INC.

CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES H CONVERTIBLE NON-VOTING PREFERRED STOCK

PURSUANT TO SECTION 78.1955 OF THE
NEVADA REVISED STATUTES

LogicMark, Inc., a corporation organized and existing under the Nevada Revised Statutes (the "Corporation") is authorized to issue 10,000,000 shares of "blank check" preferred stock, par value \$0.0001 per share, (i) 2,000 shares of which are designated as Series C Non-Convertible Voting Preferred Stock, 10 shares of which are outstanding; (ii) 1,333,333 shares of which are designated as Series F Convertible Preferred Stock, 106,333 shares of which are outstanding; and (iii) 1,000,000 shares of which are designated as Series G Non-Convertible Voting Preferred Stock, none of which are currently outstanding.

The following resolutions were duly adopted by the board of directors of the Corporation (the "Board of Directors"):

WHEREAS, the Corporation's articles of incorporation (the "Articles of Incorporation") provide for a class of its authorized stock known as "blank check" preferred stock, consisting of 10,000,000 shares, \$0.0001 par value per share, issuable from time to time in one or more series ("Preferred Stock");

WHEREAS, the Board of Directors is authorized from time to time to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of Preferred Stock and the number of shares constituting any series and the designation thereof, of any of them; and

WHEREAS, the Board of Directors, pursuant to its authority as aforesaid and upon advice of counsel, believes it advisable and in the best interests of the Corporation and its stockholders to fix the rights, preferences, restrictions and other matters relating to a new series of Preferred Stock, which shall consist of 1,000 shares of the Preferred Stock which the Corporation has the authority to issue.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority vested in the Board of Directors, the Board of Directors hereby authorizes a new series of up to 1,000 shares of Preferred Stock designated as the Series H Convertible Non-Voting Preferred Stock, par value \$0.0001 per share, having the voting powers, designations, preferences and relative participation and other rights and qualifications, limitations and restrictions follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

“Affiliate” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

“Amendment” means the certificate of change to be filed with the Secretary of State of the State of Nevada amending the Articles of Incorporation, as in effect at such time, to effect the Reverse Stock Split.

“Articles of Incorporation” means the articles of incorporation of the Corporation, as in effect as of the date hereof, as may be amended and/or restated from time to time.

“Beneficial Ownership Limitation” shall have the meaning set forth in Section 6(e).

“Business Day” shall mean any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which the Federal Reserve Bank of New York is closed and/or The Nasdaq Stock Market LLC is not open for at least five (5) hours of trading.

“Buy-In” shall have the meaning set forth in Section 6(d)(iv).

“Certificate of Designation” means this Certificate of Designation of preferences, rights and limitations of Series H Preferred Stock.

“Commission” means the United States Securities and Exchange Commission.

“Common Stock” means the Corporation’s common stock, par value \$0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

“Common Stock Equivalents” means any securities of the Corporation or the Corporation’s subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“Conversion Amount” means the sum of the Stated Value at issue.

“Conversion Date” shall have the meaning set forth in Section 6(a).

“Conversion Price” shall have the meaning set forth in Section 6(c).

“Conversion Price Reset” shall have the meaning set forth in Section 6(c).

“Conversion Price Reset Calculation Period” shall have the meaning set forth in Section 6(c).

“Conversion Shares” means, collectively, the shares of Common Stock issuable upon conversion of the shares of Series H Preferred Stock in accordance with the terms hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Floor Price” means \$0.1785.

“Holder” shall have the meaning given such term in Section 3.

“Liquidation” shall have the meaning set forth in Section 5.

“Liquidation Funds” shall have the meaning set forth in Section 5.

“New York Courts” shall have the meaning set forth in Section 10(d).

“Notice of Conversion” shall have the meaning set forth in Section 6(a).

“Original Issue Date” means the date of the first issuance of any shares of the Series H Preferred Stock regardless of the number of transfers of any particular shares of Series H Preferred Stock and regardless of the number of certificates which may be issued to evidence such Series H Preferred Stock, if applicable.

“Parity Stock” shall have the meaning set forth in Section 9.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Register” shall have the meaning set forth in Section 6(g).

“Required Holders” shall have the meaning set forth in Section 9.

“Required Reserve Amount” shall have the meaning set forth in Section 6(d)(v).

“Reset Date” shall have the meaning set forth in Section 6(c).

“Reverse Stock Split” means the next reverse stock split of the Corporation’s issued and outstanding shares of Common Stock to be effected by the Corporation, following the date of this Certificate of Designation by the filing of the Amendment with the Secretary of State of the State of Nevada.

“Reverse Stock Split Date” means the effective date of the Reverse Stock Split upon acceptance of the filing of the Amendment with the Secretary of State of the State of Nevada.

“Rights Agreement” means that certain rights agreement, dated as of November 1, 2024, between the Corporation and Nevada Agency and Transfer Company.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Senior Preferred Stock” shall have the meaning set forth in Section 9.

“Series C Preferred Stock” means the Series C Non-Convertible Voting Preferred Stock, \$0.0001 par value per share, of the Corporation.

“Series F Preferred Stock” means the Series F Convertible Preferred Stock, \$0.0001 par value per share, of the Corporation.

“Series G Preferred Stock” means the Series G Non-Convertible Voting Preferred Stock, \$0.0001 par value per share, of the Corporation.

“Series G Rights” means the rights to purchase shares of Series G Preferred Stock pursuant to and in accordance with the terms of the Rights Agreement.

“Series H Preferred Stock” shall have the meaning set forth in Section 2.

“Share Delivery Date” shall have the meaning set forth in Section 6(d).

“Stated Value” shall have the meaning set forth in Section 2.

“Trading Day” means a day on which the principal Trading Market is open for business.

“Trading Market” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

“Transfer Agent” means Nevada Agency and Transfer Company, with an address at 50 West Liberty Street, Suite 880, Reno, NV 89501, with a telephone number of (775) 322-0626, and any successor transfer agent of the Corporation.

“VWAP” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the “Pink Sheets” published by OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Series H Preferred Stock then outstanding and reasonably acceptable to the Corporation, the fees and expenses of which shall be paid by the Corporation.

Section 2. Designation, Amount, Stated Value and Par Value. The series of preferred stock shall be designated as its Series H Convertible Preferred Stock (the “Series H Preferred Stock”) and the number of shares so designated shall be 1,000 (which shall not be subject to increase without the written consent of all of the holders of the Series H Preferred Stock (each, a “Holder” and collectively, the “Holders”). Each share of Series H Preferred Stock shall have a par value of \$0.0001 per share and a stated value equal to \$1,000.00 (the “Stated Value”).

Section 3. Reserved.

Section 4. Voting Rights. Shares of Series H Preferred Stock will not entitle any Holders thereof to any right to vote on matters on which the holders of shares of Common Stock are entitled to vote until and unless such Holder has converted such shares of Series H Preferred Stock into Conversion Shares. Notwithstanding the foregoing, so long as any shares of Series H Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then-outstanding shares of Series H Preferred Stock, (a) alter or change adversely the powers, preferences or rights given to the Series H Preferred Stock or alter or amend this Certificate of Designation, (b) amend the Articles of Incorporation or any other charter documents of the Corporation in any manner that adversely affects any rights of the Holders, or (c) enter into any agreement with respect to any of the foregoing.

Section 5. Liquidation. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation the greater of the following amounts (the "Liquidation Funds"):

(a) the aggregate Stated Value of the shares of Series H Preferred Stock; or

(b) the amount the Holders would be entitled to receive if the shares of Series H Preferred Stock were fully converted (disregarding for such purposes any conversion limitations hereunder) into Conversion Shares, which amounts shall be paid pari passu with all holders of Common Stock;

provided that if the Liquidation Funds are insufficient to pay the full amount due to the Holders and holders of shares of Parity Stock, then each Holder and each holder of Parity Stock shall receive a percentage of the Liquidation Funds equal to the full amount of Liquidation Funds payable to such Holder and such holder of Parity Stock as a liquidation preference, in accordance with their respective certificate of designation (or equivalent), as a percentage of the full amount of Liquidation Funds payable to all holders of Series H Preferred Stock and all holders of shares of Parity Stock.

The Corporation shall provide written notice of any such Liquidation by facsimile or email, not less than forty-five (45) days prior to the payment date stated therein, to each Holder.

Section 6. Conversion.

(a) Conversions at Option of Holder. Each share of Series H Preferred Stock shall be convertible, at any time and from time to time on or after the Original Issue Date, at the option of the Holder thereof, into that number of Conversion Shares (subject to the limitations set forth in Section 6(e)) determined by dividing the Stated Value of such share of Series H Preferred Stock by the Conversion Price. Holders shall effect conversions of Series H Preferred Stock by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Series H Preferred Stock to be converted, the number of shares of Series H Preferred Stock owned prior to the conversion at issue, the number of shares of Series H Preferred Stock owned subsequent to the conversion at issue, the number of Conversion Shares to be issued, the Conversion Price and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by facsimile or email such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Series H Preferred Stock, a Holder shall not be required to surrender any certificate(s), if applicable, representing the shares of Series H Preferred Stock to the Corporation unless all of the shares of Series H Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate, if any, representing such shares of Series H Preferred Stock promptly following the Conversion Date at issue, if applicable.

(b) Reserved.

(c) Conversion Price. The conversion price for the Series H Preferred Stock shall equal \$0.4654 (the "Conversion Price"), subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the Original Issue Date as set forth in Section 6 hereof. In addition to any other adjustments described in this Section 6(c), the Conversion Price shall be subject to adjustment (the "Conversion Price Reset") five (5) Trading Days following the Reverse Stock Split Date (the "Reset Date"), in which the Conversion Price shall be equal to the greater of (i) the lowest VWAP during the five (5) Trading Days immediately preceding the Reset Date (the "Conversion Price Reset Calculation Period") and (ii) the Floor Price. The Conversion Price shall be rounded up to the nearest \$0.01.

(d) Mechanics of Conversion.

(i) Delivery of Conversion Shares Upon Conversion. Not later than the earlier of (i) one (1) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) after each Conversion Date (the "Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Holder Conversion Shares representing the number of Conversion Shares being acquired upon the conversion of the Series H Preferred Stock. On any date of delivery of Conversion Shares, the Corporation shall use its best efforts to deliver the Conversion Shares required to be delivered by the Corporation under this Section 6 electronically through the Depository Trust Company or another established clearing corporation performing similar functions. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Corporation's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Conversion. Notwithstanding the foregoing, with respect to any Notice(s) of Conversion delivered by 9:00 a.m. (New York City time) on the Original Issue Date, the Corporation agrees to deliver the Conversion Shares subject to such notice(s) by 4:00 p.m. (New York City time) on the Original Issue Date, and the Original Issue Date being deemed the Share Delivery Date with respect to any such Notice(s) of Conversion. Notwithstanding the foregoing, if the Corporation receives a Notice of Conversion during the Conversion Price Reset Calculation Period, the Corporation shall deliver the number of Conversion Shares based on the Conversion Price set forth in the applicable Notice of Conversion, and then upon the Reset Date, the Corporation, if and as applicable, shall true up the number of shares of Common Stock due to the Holder based on the determination of the Conversion Price Reset and promptly deliver such additional Conversion Shares to the Holder.

(ii) Failure to Deliver Conversion Shares. If, in the case of any Notice of Conversion, such Conversion Shares are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Corporation at any time on or before its receipt of such Conversion Shares, to rescind such Notice of Conversion, in which event the Corporation shall promptly return to the Holder any original Series H Preferred Stock certificate delivered to the Corporation, if applicable, and the Holder shall promptly return to the Corporation the Conversion Shares issued to such Holder pursuant to the rescinded Notice of Conversion.

(iii) Obligation Absolute; Partial Liquidated Damages. The Corporation's obligation to issue and deliver the Conversion Shares upon conversion of Series H Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other person, and irrespective of any other circumstance which might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Corporation of any such action that the Corporation may have against such Holder. In the event that a Holder shall elect to convert any or all of the Stated Value of its Series H Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or any one associated or affiliated with such Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Series H Preferred Stock of such Holder shall have been sought and obtained, and the Corporation posts a surety bond for the benefit of such Holder in the amount of 100% of the Stated Value of Series H Preferred Stock which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment. In the absence of such injunction, the Corporation shall issue Conversion Shares and, if applicable, cash, upon a properly noticed conversion. If the Corporation fails to deliver to a Holder such Conversion Shares pursuant to Section 5(c)(i) by the Share Delivery Date applicable to such conversion, the Corporation shall pay to such Holder, in cash, as liquidated damages and not as a penalty, for each \$5,000 of Stated Value of Series H Preferred Stock being converted, \$50 per Trading Day (increasing to \$100 per Trading Day on the third Trading Day and increasing to \$200 per Trading Day on the sixth Trading Day after such damages begin to accrue) for each Trading Day after the Share Delivery Date until such Conversion Shares are delivered or such Holder rescinds such conversion. Nothing herein shall limit a Holder's right to pursue actual damages for the Corporation's failure to deliver Conversion Shares within the period specified herein and such Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit a Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

(iv) Compensation for Buy-In on Failure to Timely Deliver Conversion Shares Upon Conversion. In addition to any other rights available to the Holder, if the Corporation fails for any reason to deliver to a Holder the applicable Conversion Shares by the Share Delivery Date pursuant to Section 6(c)(i), and if after such Share Delivery Date such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Conversion Shares which such Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Corporation shall (A) pay in cash to such Holder (in addition to any other remedies available to or elected by such Holder) the amount, if any, by which (x) such Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Series H Preferred Stock equal to the number of shares of Series H Preferred Stock submitted for conversion (in which case, such conversion shall be deemed rescinded) or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 6(c)(i). For example, if a Holder purchases shares of Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted conversion of shares of Series H Preferred Stock with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of \$10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder \$1,000. The Holder shall provide the Corporation written notice indicating the amounts payable to such Holder in respect of the Buy-In and, upon request of the Corporation, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver Conversion Shares upon conversion of the shares of Series H Preferred Stock as required pursuant to the terms hereof.

(v) Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Series H Preferred Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other holders of the Series H Preferred Stock), not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 6) upon the conversion of the then outstanding shares of Series H Preferred Stock (the "Required Reserve Amount"). The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

(vi) Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Series H Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share. Notwithstanding anything to the contrary contained herein, but consistent with the provisions of this subsection with respect to fractional Conversion Shares, nothing shall prevent any Holder from converting fractional shares of Series H Preferred Stock.

(vii) Transfer Taxes and Expenses. The issuance of Conversion Shares upon the conversion of the Series H Preferred Stock, shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Conversion Shares upon conversion in a name other than that of the Holders of such shares of Series H Preferred Stock and the Corporation shall not be required to issue or deliver such Conversion Shares unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid. The Corporation shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares.

(e) Beneficial Ownership Limitation. The Corporation shall not effect any conversion of the Series H Preferred Stock, and a Holder shall not have the right to convert any portion of the Series H Preferred Stock, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's Affiliates, and any Persons acting as a group together with such Holder or any of such Holder's Affiliates (such Persons, "Attribution Parties")) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Series H Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted Stated Value of Series H Preferred Stock beneficially owned by such Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Series H Preferred Stock) beneficially owned by such Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 6(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 6(e) applies, the determination of whether the Series H Preferred Stock is convertible (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and of how many shares of Series H Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Series H Preferred Stock may be converted (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and how many shares of the Series H Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 6(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Corporation or (iii) a more recent written notice by the Corporation or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request (which may be via email) of a Holder, the Corporation shall within two Trading Days confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Series H Preferred Stock, by such Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% (or, upon election by a Holder prior to the issuance of any shares of Series H Preferred Stock, 9.99%) of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of the Conversion Shares to the applicable Holder. A Holder, upon notice to the Corporation, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 6(e) applicable to its Series H Preferred Stock provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of the Conversion Shares to the Holder and the provisions of this Section 6(e) shall continue to apply. Any such increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Corporation and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 6(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of Series H Preferred Stock.

(f) Registration; Book-Entry. At the time of issuance of any shares of Series H Preferred Stock, the applicable Holder shall receive such shares of Series H Preferred Stock in book-entry form unless the Holder requests by written request (including by electronic-mail) to the Corporation to receive such shares of Series H Preferred Stock in the form of one or more stock certificates. The Corporation or the Transfer Agent shall maintain a register (the "Register") for the recordation of the names and addresses of the Holders of each share of Series H Preferred Stock and the Stated Value and Conversion Price of such shares of Series H Preferred Stock and whether such shares of Series H Preferred Stock are held by such Holder in certificate or in book-entry form. The entries in the Register shall be conclusive and binding for all purposes absent manifest error. The Corporation and each Holder shall treat each Person whose name is recorded in the Register as the owner of a shares of Series H Preferred Stock for all purposes notwithstanding notice to the contrary. A registered share of Series H Preferred Stock may be assigned, transferred or sold only by registration of such assignment or sale on the Register. Upon its receipt of a written request to assign, transfer or sell one or more registered shares of Series H Preferred Stock by such Holder thereof and an opinion of counsel reasonably satisfactory to the Corporation, the Corporation or Transfer Agent, as applicable, shall record the information contained therein in the Register and issue one or more new registered shares of Series H Preferred Stock in the same aggregate Stated Value and Conversion Price as the Stated Value of the surrendered registered shares of Series H Preferred Stock to the designated assignee or transferee.

Section 7. Certain Adjustments.

(a) Stock Dividends and Stock Splits. If the Corporation, at any time while the Series H Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (other than dividends or issuance of Series G Rights to holders of Common Stock or Common Stock Equivalents), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) Reserved.

(c) Pro Rata Distributions. During such time as the Series H Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction), other than dividends or issuances of Series G Rights to holders of Common Stock or Common Stock Equivalents (a "Distribution"), at any time after the issuance of the Series H Preferred Stock, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of the Series H Preferred Stock (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

(d) Reserved.

(e) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 6, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

(f) Voluntary Adjustment. Subject to the rules and regulations of the Trading Market, the Corporation may at any time, with the prior written consent of the Required Holders, reduce the then-current Conversion Price to any amount and for any period of time deemed appropriate by the Board.

(g) Notice to the Holders.

(i) Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 7, the Corporation shall promptly deliver to each record Holder by facsimile or email a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(ii) Notice to Allow Conversion by Holder. If (A) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, other than a dividend or issuance of Series G Rights to holders of Common Stock or Common Stock Equivalents, (B) the Corporation shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Corporation shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Corporation shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Corporation, then, in each case, the Corporation shall cause to be filed at each office or agency maintained for the purpose of conversion of this Series H Preferred Stock, and shall cause to be delivered by facsimile or email to each record Holder at its last facsimile number or email address as it shall appear upon the stock books of the Corporation, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Corporation, the Corporation shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert the Conversion Amount of this Series H Preferred Stock (or any part hereof) during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 8. [Reserved].

Section 9. Ranking. The Series H Preferred Stock shall be junior in rank to the Series C Preferred Stock and to the Series F Preferred Stock. Except to the extent that the holders of at least a majority of the outstanding shares of Series H Preferred Stock (the “Required Holders”) expressly consent to the creation of Parity Stock (as defined below) or Senior Preferred Stock (as defined below), all shares of Common Stock and all shares of capital stock of the Corporation authorized or designated after the date of the designation of the Series H Preferred Stock shall be junior in rank to the Series H Preferred Stock with respect to the preferences as to dividends, distributions and payments upon the liquidation, dissolution and winding up of the Corporation. Without limiting any other provision of this Certificate of Designation, without the prior express consent of the Required Holders, voting separate as a single class, the Corporation shall not hereafter authorize or issue any additional or other shares of capital stock that is (i) of senior rank to the Series H Preferred Stock in respect of the preferences as to distributions and payments upon the liquidation, dissolution and winding up of the Corporation (collectively, the “Senior Preferred Stock”) or (ii) of pari passu rank to the Series H Preferred Stock in respect of the preferences as to distributions and payments upon the liquidation, dissolution and winding up of the Corporation (collectively, the “Parity Stock”).

Section 10. Miscellaneous.

(a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders or the Corporation hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to (i) the Corporation at the address set forth above Attention: Mark Archer, Chief Financial Officer, email address legal@logicmark.com or such other email address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 10 or (ii) the applicable Holder at the most current address for such Holder, in the Corporation’s records, or such other email address or address as such Holder may specify for such purposes by notice to the Corporation delivered in accordance with this Section 10. Any and all notices or other communications or deliveries to be provided by the Corporation or the Holders hereunder shall be in writing and delivered personally, by email, or sent by a nationally recognized overnight courier service addressed to each record Holder or at the email address or address of such Holder appearing on the books of the Corporation or to the Corporation at the address set forth above. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email at the email address set forth in this Section 10 prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email at the email address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given

(b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages on the shares of Series H Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

(c) Lost or Mutilated Series H Preferred Stock Certificate. If a Holder's Series H Preferred Stock certificate, if any, shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series H Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

(d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada, without regard to the principles of conflict of laws thereof. All legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by this Certificate of Designation (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). The Corporation and each Holder hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. The Corporation and each Holder hereby irrevocably waive personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. The Corporation and each Holder hereto hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

(e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

(f) Amendment. This Certificate of Designation or any provision hereof may be amended and/or restated by obtaining the affirmative vote at a meeting duly called for such purpose, or written consent without a meeting, each in accordance with the laws of the State of Nevada and the Articles of Incorporation, of the Required Holders, voting separate as a single class, and with such other stockholder approval, if any, as may then be required pursuant to the laws of the State of Nevada and the Articles of Incorporation.

(g) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

(h) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(i) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

(j) Status of Converted or Redeemed Series H Preferred Stock. If any shares of Series H Preferred Stock shall be converted, redeemed or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock of the Corporation and shall no longer be designated as Series H Preferred Stock.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designation this 13th day of November, 2024.

/s/ Mark Archer

Name: Mark Archer

Title: Chief Financial Officer

NOTICE OF CONVERSION

(TO BE EXECUTED BY THE HOLDER IN ORDER TO CONVERT SHARES OF SERIES H PREFERRED STOCK)

The undersigned hereby elects to convert the number of shares of Series H Preferred Stock indicated below into Conversion Shares according to the conditions hereof, as of the date written below. If Conversion Shares are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. No fee will be charged to a Holder for any conversion, except for any such transfer taxes. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in Certificate of Designation of Preferences, Rights and Limitations of Series H Preferred Stock.

Conversion calculations:

Date to effect conversion:

Number of shares of Series H Preferred Stock owned prior to conversion:

Number of shares of Series H Preferred Stock to be converted:

Stated Value of shares of Series H Preferred Stock to be converted:

Number of Conversion Shares to be issued:

Applicable Conversion Price:

Number of shares of Series H Preferred Stock subsequent to conversion:

Docusign Envelope ID: 2A2F6CB7-BF06-4640-B010-2533AFF495BB



FRANCISCO V. AGUILAR
 Secretary of State
 401 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

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Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

- Certificate of Designation**
- Certificate of Amendment to Designation - Before Issuance of Class or Series**
- Certificate of Amendment to Designation - After Issuance of Class or Series**
- Certificate of Withdrawal of Certificate of Designation**

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: <input type="text" value="LogicMark, Inc."/> Entity or Nevada Business Identification Number (NVID): <input type="text" value="NV20232804130"/>
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only (Optional): Date: <input type="text"/> Time: <input type="text"/> <small>(must not be later than 90 days after the certificate is filed)</small>
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing: <input type="text" value="Series I Non-Convertible Voting Preferred Stock"/>
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing: <input type="text"/>
5. Amendment of class or series of stock:	<input type="checkbox"/> Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued.
	<input type="checkbox"/> Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.* <input type="text" value="See Certificate of Designation of Preferences, Rights and Limitations of Series I Non-Convertible Voting Preferred Stock attached hereto."/>
7. Withdrawal:	Designation being Withdrawn: <input type="text"/> Date of Designation: <input type="text"/> No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: * <input type="text"/>
8. Signature: (Required)	<input checked="" type="checkbox"/> <input type="text" value="X"/> <small>DocuSigned by:</small> <i>Mateo</i> <small>7811928880374201</small> Signature of Officer Date: <input type="text" value="11/13/2024"/>

* Attach additional page(s) if necessary
 This form must be accompanied by appropriate fees.

LOGICMARK, INC.

**CERTIFICATE
OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES I NON-CONVERTIBLE VOTING PREFERRED STOCK

PURSUANT TO SECTION 78.1955
OF THE NEVADA REVISED STATUTES**

LogicMark, Inc., a corporation organized and existing under the Nevada Revised Statutes (the "Corporation"), is authorized to issue 10,000,000 shares of "blank check" preferred stock, par value \$0.0001 per share, (i) 2,000 shares of which are designated as Series C Non-Convertible Voting Preferred Stock, 10 shares of which are outstanding; (ii) 1,333,333 shares of which are designated as Series F Convertible Preferred Stock, 106,333 shares of which are outstanding; and (iii) 1,000,000 shares of which are designated as Series G Non-Convertible Voting Preferred Stock, none of which are currently outstanding.

The following resolutions were duly adopted by the board of directors of the Corporation (the "Board of Directors"):

WHEREAS, the Corporation's articles of incorporation (the "Articles of Incorporation") provide for a class of its authorized stock known as "blank check" preferred stock, consisting of 10,000,000 shares, \$0.0001 par value per share, issuable from time to time in one or more series ("Preferred Stock");

WHEREAS, the Board of Directors is authorized from time to time to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of Preferred Stock and the number of shares constituting any series and the designation thereof, of any of them; and

WHEREAS, the Board of Directors, pursuant to its authority as aforesaid and upon advice of counsel, believes it advisable and in the best interests of the Corporation and its stockholders to fix the rights, preferences, restrictions and other matters relating to a new series of Preferred Stock, which shall consist of 1,000 shares of the Preferred Stock which the Corporation has the authority to issue.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority vested in the Board of Directors, the Board of Directors hereby authorizes a new series of up to 1,000 shares of Preferred Stock designated as the Series I Non-Convertible Voting Preferred Stock, par value \$0.0001 per share, having the voting powers, designations, preferences and relative participation and other rights and qualifications, limitations and restrictions as follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

“Certificate of Designation” means this Certificate of Designation of preferences, rights and limitations of Series I Preferred Stock.

“Common Adjustment” shall have the meaning set forth in Section 6.

“Common Stock” means the Corporation’s common stock, par value \$0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

“Common Stock Equivalents” means any securities of the Corporation or the Corporation’s subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“Redemption Event” shall have the meaning set forth in Section 8.

“Register” shall have the meaning set forth in Section 9.

“Series H Certificate” means the Certificate of Designation of Preferences, Rights and Limitations of Series H Convertible Non-Voting Preferred Stock.

“Series H Preferred Stock” means the Series H Convertible Non-Voting Preferred Stock, \$0.0001 par value per share, of the Corporation.

“Series I Liquidation Preference” shall have the meaning set forth in Section 6.

“Series I Preferred Stock” shall have the meaning set forth in Section 2.

“Transfer Agent” means Nevada Agency and Transfer Company, with an address at 50 West Liberty Street, Suite 880, Reno, NV 89501, with a telephone number of (775) 322-0626, and any successor transfer agent of the Corporation.

Section 2. Designation and Amount. The shares of such series shall be designated as “Series I Non-Convertible Voting Preferred Stock”, \$0.0001 par value per share (the “Series I Preferred Stock”), and the number of shares constituting such series shall be 1,000. Such number of shares may be increased or decreased by resolution of the Board of Directors, except that no decrease will reduce the number of shares of Series I Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the exercise of any options, rights or warrants issuable upon conversion of any outstanding securities issued by the Corporation convertible into Series I Preferred Stock.

Section 3. Conversion. The shares of Series I Preferred Stock are not convertible into or exchangeable for any other property or securities of the Corporation.

Section 4. Voting Rights. The holders of shares of Series I Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Series I Preferred Stock shall entitle the holder thereof to two (2) votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time after the date hereof (i) declare any dividend (other than dividends or issuances of Series G Rights to holders of Common Stock or Common Stock Equivalents) on the Corporation's Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the number of votes per share to which holders of shares of Series I Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in the Articles of Incorporation or the Corporation's bylaws (the "Bylaws"), the holders of shares of Series I Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of the stockholders of the Corporation.

(C) Except as set forth herein, in the Articles of Incorporation or in the Bylaws, holders of Series I Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 5. Reacquired Shares. Any shares of Series I Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

Section 6. Liquidation, Dissolution or Winding Up.

(A) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of the Series I Preferred Stock shall be entitled to receive the greater of (a) \$0.4654 per share or (b) an amount per share, subject to the provision for adjustment hereinafter set forth, equal to two (2) times the aggregate amount to be distributed per share to holders of Common Stock (the "Series I Liquidation Preference"). In the event that the Corporation shall at any time after the date hereof (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount to which holders of shares of Series I Preferred Stock were entitled immediately prior to such event pursuant to clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event (the "Common Adjustment").

(B) In the event, however, that there are not sufficient assets available to permit payment in full to the Series I Liquidation Preference and the liquidation preferences of all other series of Preferred Stock, if any, which rank on a parity with the Series I Preferred Stock, then such remaining assets shall be distributed ratably to the holders of such parity shares in proportion to their respective liquidation preferences. In the event, however, that there are not sufficient assets available to permit payment in full of the Common Adjustment, then such remaining assets shall be distributed ratably to the holders of Common Stock.

(C) None of the merger or consolidation of the Corporation into or with another entity or the merger or consolidation of any other entity into or with the Corporation will be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 6.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case the shares of Series I Preferred Stock shall at the same time be similarly exchanged or changed in an amount per share (subject to the provision for adjustment hereinafter set forth) equal to two (2) times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time after the date hereof (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series I Preferred Stock shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event. If an adjustment according to this provision would result in the issuance of a fraction of a share of Series I Preferred Stock, the Corporation shall round such fraction of a share of Series I Preferred Stock up to the nearest whole share.

Section 8. Redemption. Other than as provided for below, the shares of Series I Preferred Stock shall not be redeemable. At any time a holder of Series I Preferred Stock also holds shares of the Corporation's Series H Preferred Stock and upon the occurrence of either (i) the redemption of any Series H Preferred Stock in accordance with the Series H Certificate, (ii) the conversion of any Series H Preferred Stock in accordance with the Series H Certificate, or (iii) the sale of any Series H Preferred Stock (each of (i), (ii), and (iii) a "Redemption Event"), the number of shares of Series I Preferred Stock of such holder equivalent to the sum of such shares of Series H Preferred Stock that are redeemed, converted, or sold pursuant to such Redemption Event shall automatically be redeemed by the Corporation for no consideration and such redeemed shares shall no longer be deemed to be outstanding.

Section 9. Registration; Book-Entry. At the time of issuance of any shares of Series I Preferred Stock, the applicable Holder shall receive such shares of Series I Preferred Stock in book-entry form unless the Holder requests by written request (including by electronic-mail) to the Corporation to receive such shares of Series I Preferred Stock in the form of one or more stock certificates. The Corporation or the Transfer Agent shall maintain a register (the "Register") for the recordation of the names and addresses of the Holders of each share of Series I Preferred Stock and whether such shares of Series I Preferred Stock are held by such Holder in certificate or in book-entry form. The entries in the Register shall be conclusive and binding for all purposes absent manifest error. The Corporation and each Holder shall treat each Person whose name is recorded in the Register as the owner of a shares of Series I Preferred Stock for all purposes notwithstanding notice to the contrary. A registered share of Series I Preferred Stock may be assigned, transferred or sold only by registration of such assignment or sale on the Register. Upon its receipt of a written request to assign, transfer or sell one or more registered shares of Series I Preferred Stock by such Holder thereof and an opinion of counsel reasonably satisfactory to the Corporation, the Corporation or Transfer Agent, as applicable, shall record the information contained therein in the Register and issue one or more new registered shares of Series I Preferred Stock in the same form of the surrendered registered shares of Series I Preferred Stock to the designated assignee or transferee.

Section 10. Fractional Shares. No fractional shares of Series I Preferred Stock shall be issued.

Section 11. Certain Restrictions. The Corporation will not declare any dividend on, make any distribution on, or redeem or purchase or otherwise acquire for consideration any shares of Common Stock after the first issuance of a share or fraction of a share of Series I Preferred Stock.

Section 12. Ranking. The Series I Preferred Stock shall be junior to all other series of Preferred Stock as to the distribution of assets, unless the terms of any series shall provide otherwise.

Section 13. Amendment. At any time when any shares of Series I Preferred Stock are outstanding, neither the Articles of Incorporation, Bylaws nor this Certificate of Designation will be amended in any manner that would materially alter or change the powers, preferences or special rights of the Series I Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least a majority of the outstanding shares of Series I Preferred Stock, voting separately as a class.

Section 14. Waiver. Any waiver by the Corporation or a holder of Series I Preferred Stock of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other such holders. The failure of the Corporation or a holder of this Series I Preferred Stock to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing

Section 15. Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law

IN WITNESS WHEREOF, I have executed and subscribed this Certificate of Designation and do affirm the foregoing as true under the penalties of perjury this 13th day of November, 2024.

/s/ Mark Archer

Name: Mark Archer

Title: Chief Financial Officer