

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2007

CONVEYING PARTY DATA

Name	Execution Date
SecureWorks, Inc.	12/31/2007

RECEIVING PARTY DATA

Name:	LURHQ Corporation
Street Address:	11 Executive Park Drive NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30329

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6990591
Patent Number:	7331061

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404/572-4600
 Email: mblair@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: 1180 Peachtree Street, NE
 Address Line 2: Intellectual Property Dept. - Patents
 Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	07609.105006.3411.5765
NAME OF SUBMITTER:	Minikia D. Blair, Paralegal

Total Attachments: 36

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STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF MERGER

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 12/31/2007. Attached is a true and correct copy of the said filing.

Surviving Entity:

LURHQ CORPORATION, a Delaware Profit Corporation

Nonsurviving Entity/Entities:

SECUREWORKS HOLDING, INC., a Delaware Profit Corporation,

SECUREWORKS, INC., a Georgia Profit Corporation

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on December 31, 2007



A handwritten signature in black ink, appearing to read 'Karen C Handel'.

Karen C Handel
Secretary of State

CERTIFICATE OF MERGER

MERGING

SECUREWORKS HOLDING, INC.,
a Delaware corporation,

AND

SECUREWORKS, INC.,
a Georgia corporation,

WITH AND INTO

LURHQ CORPORATION,
a Delaware corporation

In accordance with Section 14-2-1105 of the Georgia Business Corporation Code, as amended (the "GBCC"), the undersigned does hereby certify:

1. The name of each constituent corporation is as follows: (a) SecureWorks Holding, Inc., a corporation organized under the laws of the State of Delaware ("Holdco"), (b) SecureWorks, Inc., a corporation organized under the laws of the State of Georgia and wholly-owned subsidiary of Holdco ("SecureWorks") and (c) LURHQ Corporation, a corporation organized under the laws of the State of Delaware and wholly-owned subsidiary of Holdco ("LURHQ").
2. Holdco and SecureWorks shall be merged with and into LURHQ (the "Merger"). The name of the surviving corporation shall be changed from LURHQ to SecureWorks, Inc., a Delaware corporation (the "Surviving Company") at the effective time of the Merger.
3. The Restated Certificate of Incorporation of the Surviving Company shall be in the form set forth as Exhibit A hereto.
4. The executed Plan of Merger (the "Plan of Merger") is on file at the principal place of business of the Surviving Company at 11 Executive Park Drive NE, Atlanta, Georgia, 30329.
5. A copy of the Plan of Merger will be furnished by the Surviving Company, on request and without cost, to any shareholder of Holdco, SecureWorks or LURHQ.

State of Georgia
Expedite Merger 35 Page(s)



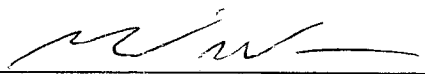
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6. The Merger was duly approved by the board of directors and shareholders of each of Holdco and SecureWorks. Approval by the shareholders of LURHQ was not required.
7. The Merger shall be effective at 11:59 p.m. on December 31, 2007.
8. A request for publication of a Notice of Merger, a publishing of a Notice of Merger and publishing fee of \$40.00 have been mailed or delivered to an authorized newspaper in Fulton County, Georgia, as required by Section 13-2-1105.1 of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, the Surviving Company has caused this Certificate of Merger to be signed in its name and on its behalf on this 31st day of December, 2007.

LURHQ Corporation

By: 

Name: Michael Vandiver
Title: Secretary

[Signature Page to Georgia Certificate of Merger]

Exhibit A

RESTATED CERTIFICATE OF INCORPORATION OF THE SURVIVING COMPANY

**RESTATED
CERTIFICATE OF INCORPORATION
OF
SECUREWORKS, INC.**

ARTICLE I

The name of the corporation is SecureWorks, Inc. (the "*Corporation*").

ARTICLE II

The address of the registered office of this Corporation in the State of Delaware is 615 South DuPont Highway, Dover, Delaware 19901, County of Kent, and the name of its registered agent at such address is National Corporate Research, Ltd.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (the "*DGCL*").

ARTICLE IV

A. Classes of Stock. The Corporation is authorized to issue two classes of capital stock to be designated, respectively, "*Common Stock*" and "*Preferred Stock*". The total number of shares of capital stock authorized to be issued is 70,000,000 shares, of which 40,000,000 shares shall be Common Stock, \$0.01 par value, and 30,000,000 shares shall be Preferred Stock, \$0.01 par value, 3,954,974 shares of which shall be designated as Series A Convertible Preferred Stock (the "*Series A Preferred*"), 7,676,557 shares of which shall be designated as Series C Preferred Stock (the "*Series C Preferred*"), 2,450,000 shares of which shall be designated as Series C-1 Preferred Stock (the "*Series C-1 Preferred*"), and the remainder of which shall be designated as follows:

One series of Preferred Stock shall be designated as Series B1 Convertible Preferred Stock, such series to consist of 181,747 shares, one series of Preferred Stock shall be designated as Series B2 Convertible Preferred Stock, such series to consist of 236,485 shares, and 6768 series of Preferred Stock shall be designated as Series B3 through Series B6770 Convertible Preferred Stock, each such series to consist of one share (the Series B1 Convertible Preferred Stock through Series B6770 Convertible Preferred Stock, the "*Series B Preferred*"). One series of Preferred Stock shall be designated as Series D1 Preferred Stock, such series to consist of 3,073,688 shares, one series of Preferred Stock shall be designated as Series D2

Preferred Stock, such series to consist of 3571 shares, and 461,361 series of Preferred Stock shall be designated as Series D3 through Series D461,363 Preferred Stock, each such series to consist of one share (the Series D1 Preferred Stock through D461,363 Preferred Stock, the "*Series D Preferred*"). One series of Preferred Stock shall be designated as Series E1 Preferred Stock, such series to consist of 2,152,106 shares, and 29,890 series of Preferred Stock shall be designated as Series E2 through Series E29,891 Preferred Stock, each such series to consist of one share (the Series E1 Preferred Stock through E29,891 Preferred Stock, the "*Series E Preferred*"). The Series A Preferred, the Series B Preferred, the Series C Preferred, the Series C-1 Preferred, the Series D Preferred and the Series E Preferred are collectively referred to herein as the "*Preferred Stock*."

All such series of Series B Preferred Stock shall vote together as one series unless otherwise required under the DGCL. All such series of Series D Preferred Stock shall vote together as one series unless otherwise required under the DGCL. All such series of Series E Preferred Stock shall vote together as one series unless otherwise required under the DGCL.

The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); *provided, however*, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to the Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the General Corporation Law. There shall be no cumulative voting, except as specifically set forth herein. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

B. Designations. The Preferred Stock may be issued from time to time by the Board of Directors as shares of one or more series. The description of shares of Series A Preferred, Series B Preferred, Series C Preferred, Series C-1 Preferred, Series D Preferred and Series E Preferred are as set forth in Section C of this Article IV. The description of shares of each other series of Preferred Stock, including any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption shall be as set forth in resolutions adopted by the Board of Directors, and filed with the Delaware Secretary of State as required by law to be filed with respect to issuance of such Preferred Stock, prior to the issuance of any shares of such series.

Subject to the limitations and provisions set forth in this Certificate of Incorporation, the Board of Directors is expressly authorized, at any time, by adopting resolutions providing for the issuance of, or providing for a change in the number of, shares of any particular series of Preferred Stock (other than the Series A Preferred, Series B Preferred, Series C Preferred, Series C-1 Preferred, Series D Preferred or Series E Preferred) and, if and to the extent from time

to time required by law, by filing an amendment to this certificate of incorporation or other document which is effective without stockholder action: (i) to increase or decrease the number of shares included in each series of Preferred Stock (other than the Series A Preferred, Series B Preferred, Series C Preferred, Series C-1 Preferred, Series D Preferred or Series E Preferred), or (ii) to establish in any one or more respects the designations, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms and conditions of redemption relating to the shares of each such series. Notwithstanding the foregoing, the Board of Directors shall not be authorized to change the right of holders of the Common Stock of the Corporation to vote one vote per share on all matters submitted for stockholder action. The authority of the Board of Directors with respect to each series of Preferred Stock (other than the Series A Preferred, Series B Preferred, Series C Preferred, Series C-1 Preferred, Series D Preferred or Series E Preferred) shall include, but not be limited to, establishment of the following:

(i) the annual dividend rate, if any, on shares of such series, the times of payment and the date from which dividends shall be accumulated, if dividends are to be cumulative;

(ii) whether the shares of such series shall be redeemable and, if so, the redemption price and the terms and conditions of such redemption;

(iii) the obligation, if any, of the Corporation to redeem shares of such series pursuant to a sinking fund;

(iv) whether shares of such series shall be convertible into, or exchangeable for, shares of stock of any other class or classes and, if so, the terms and conditions of such conversion or exchange, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;

(v) whether the shares of such series shall have voting rights, in addition to the voting rights provided by law, and, if so, the extent of such voting rights;

(vi) the rights of the shares of such series in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation; and

(vii) any other relative rights, powers, preferences, qualifications, limitations or restrictions thereof relating to such series.

The shares of Preferred Stock of any one series shall be identical with each other in such series in all respects.

Subject to all of the rights of the Preferred Stock as expressly provided herein, by law or by the Board of Directors pursuant to this Article IV, the Common Stock of the Corporation shall possess all such rights and privileges as are afforded to capital stock by applicable law in the absence of any express grant of rights or privileges in the Corporation's Certificate of Incorporation.

C. Rights, Preferences and Restrictions of the Series A Preferred, Series B Preferred, Series C Preferred, Series C-1 Preferred, Series D Preferred and Series E Preferred.

1. Dividends.

(a) *Common Stock.* Subject to Subsections 1(b) through 1(f) and Subsection 6(b)(1) below, dividends may be declared and paid or set apart for payment upon the Common Stock out of any assets or funds of the Corporation legally available therefor.

(b) *Series A Preferred.* The holders of Series A Preferred shall be entitled to receive dividends at an annual rate of \$0.124048 (8%) per share (as adjusted for any stock dividends, combinations, or splits with respect to such shares), on a cumulative basis from January 27, 2000 (the "*Series A Original Issue Date*"), whether or not declared, payable out of funds legally available therefor, but payable only when declared by the Board of Directors or upon liquidation pursuant to Subsection C2 below. The rights of the Series A Preferred under this subparagraph (b) shall be pari passu with the rights of the Series B Preferred with respect to dividends.

(c) *Series B Preferred.* The holders of Series B Preferred shall be entitled to receive dividends at an annual rate of \$0.124048 (8%) per share (as adjusted for any stock dividends, combinations, or splits with respect to such shares), on a cumulative basis from the date upon which the original security (converted into the right to receive Series B Preferred Stock of SecureWorks Holding, Inc. pursuant to the Merger Agreement dated as of September 15, 2006 and subsequently converted into the right to receive Series B Preferred under the Resolutions of Merger adopted by the Board of Directors of SecureWorks Holding, Inc. on the date hereof (the "*Resolutions of Merger*") pursuant to which SecureWorks Holding, Inc. and SecureWorks, Inc., a Georgia corporation ("*SecureWorks-Georgia*") were merged with and into the Corporation) was issued by SecureWorks-Georgia to such holder of Series B Preferred (the "*Series B Original Issue Date*"), whether or not declared, payable out of funds legally available therefor, but payable only when declared by the Board of Directors or upon liquidation pursuant to Subsection C2 below. The rights of the Series B Preferred under this subparagraph (c) shall be pari passu with the rights of the Series A Preferred with respect to dividends.

(d) *Series C Preferred; Series C-1 Preferred.*

(i) The holders of Series C Preferred shall be entitled to receive dividends at an annual rate of \$0.1798 (8%) per share (as adjusted for any stock dividends, combinations, or splits with respect to such shares), on a cumulative basis from October 30, 2000 (the "*Series C Original Issue Date*"), whether or not declared, payable out of funds legally available therefor, but payable when declared by the Board of Directors or upon liquidation pursuant to Subsection C2 below. The rights of the Series C Preferred under this subparagraph (d) shall be paid in preference to the rights of the Common Stock, Series A Preferred and Series B Preferred with respect to dividends.

(ii) When and if a dividend on the Common Stock is declared by the Board of Directors, the holders of Series C-1 Preferred shall be entitled to receive, at the time of payment of such dividend, an amount equal to the amount such holders

would have received if all of their shares of C-1 Preferred had been converted into shares of Common Stock immediately prior to the record date set with respect to such dividend.

(e) *Series D Preferred.* The holders of Series D Preferred shall be entitled to receive dividends at an annual rate of \$0.2676448 (8%) per share (as adjusted for any stock dividends, combinations, or splits with respect to such shares), on a cumulative basis from the date upon which the original security (converted into the right to receive Series D Preferred pursuant to the Resolutions of Merger) was issued by SecureWorks Holding, Inc., to such holder of Series D Preferred (the "*Series D Original Issue Date*"), whether or not declared, payable out of funds legally available therefor, but payable when declared by the Board of Directors or upon the earlier of (x) a liquidation pursuant to Subsection C(2) below, or (y) a conversion pursuant to Subsection C(4) below. Dividends payable to the holders of the Series D Preferred under this subparagraph (e) shall be paid prior and in preference to any dividends payable to the holders of Common Stock, Series A Preferred, Series B Preferred, Series C Preferred, and Series C-1 Preferred, but junior to any dividend payments to the holders of the Series E Preferred.

(f) *Series E Preferred.* The holders of Series E Preferred shall be entitled to receive dividends at an annual rate of 0.334556 (10%) per share (as adjusted for any stock dividends, combinations, or splits with respect to such shares), on a cumulative basis from the date upon which the original security (converted into the right to receive Series E Preferred pursuant to the Resolutions of Merger) was issued by SecureWorks Holding, Inc. to such holder of Series E Preferred (the "*Series E Original Issue Date*"), whether or not declared, payable out of funds legally available therefor, but payable when declared by the Board of Directors or upon the earlier of (x) a liquidation pursuant to Subsection C2 below or (y) a conversion pursuant to Subsection C(4)(d) below. Dividends payable to the holders of the Series E Preferred under this subparagraph (f) shall be paid prior and in preference to any dividends payable to the holders of Common Stock, Series A Preferred, Series B Preferred, Series C Preferred, Series C-1 Preferred, Series D Preferred and any other class of subsequently issued securities junior in liquidation, dividend or redemption preference to the Series E Preferred ("*Junior Stock*").

2. Liquidation Preference.

(a) *Series C-1 Liquidation Amount.* In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (each, a "*Liquidation Event*"), the holders of outstanding shares of Series C-1 Preferred shall be entitled to receive, out of the aggregate assets of the Corporation or proceeds that are being distributed to holders of the Corporation's outstanding capital stock (collectively, the "*Proceeds*"), prior and in preference to any amounts payable to the holders of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred, Series A Preferred or Common Stock, an amount per share equal to the following:

$(\text{Proceeds} - \$15,000,000) \div \text{the Fully Diluted Outstanding Common Stock (the "*Series C-1 Liquidation Amount*")}$. The Series C-1 Liquidation Amount shall equal zero dollars (\$0) in the event Proceeds are less than or equal to \$15,000,000.

As used herein "*Fully Diluted Outstanding Common Stock*" means the sum of (i) the total number of shares of Common Stock and Preferred Stock, on a fully-diluted, as-converted

into Common Stock basis, without regard to any restrictions as to vesting, forfeiture or repurchase, issued and outstanding immediately prior to a Liquidation Event (or as of the record date with respect thereto), (ii) any and all options, warrants or similar rights to acquire capital stock of the Corporation originally issued on or prior to May 16, 2002 (whether issued by SecureWorks-Georgia or SecureWorks Holding, Inc., and notwithstanding the fact that such securities were subsequently converted into securities of SecureWorks Holding, Inc. in connection with that certain Merger Agreement by and among SecureWorks Holding, Inc., SecureWorks-Georgia, the Corporation (then known as "LURHQ Corporation"), EM Sub I, Inc., a Georgia corporation, EM Sub II, Inc., a Delaware corporation and various sellers dated September 15, 2006 (the "*Merger Agreement*") and thereafter converted into securities of the Corporation in connection with the Resolutions of Merger), calculated on a fully-diluted, as-converted into Common Stock basis without regard to any restrictions as to vesting, forfeiture or repurchase, and which are outstanding immediately prior to a Liquidation Event (or as of the record date with respect thereto), and (iii) any and all "in-the-money" options, warrants or similar rights to acquire capital stock of the Corporation which were issued after May 16, 2002 (by SecureWorks-Georgia or by SecureWorks Holding, Inc., and notwithstanding the fact that such securities were subsequently converted into securities of SecureWorks Holding, Inc. in connection with the Merger Agreement and thereafter converted into securities of the Corporation in connection with the Resolutions of Merger), calculated on a fully-diluted, as-converted into Common Stock basis, without regard to any restrictions as to vesting, forfeiture or repurchase, which are outstanding immediately prior to a Liquidation Event (or as of the record date with respect thereto). For purposes of determining whether an option, warrant or similar right is "in-the-money," options, warrants or similar rights for which the per share consideration payable upon exercise, exchange or conversion into Common Stock is less than the per share consideration payable to holders of Common Stock (after giving effect to the exercise, exchange or conversion into Common Stock of such "in-the-money" options, warrants, or similar rights) upon a Liquidation Event shall be considered "in-the-money."

To the extent the Series C-1 Liquidation Amount is greater than zero, then such amount shall be paid to holders of outstanding shares of Series C-1 Preferred (other than to the holders of the Restricted Shares) simultaneously with and in conjunction with the payment of such portion of the Proceeds, if any, as are due and payable to holders of outstanding shares of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred, Series A Preferred and Common Stock upon a Liquidation Event pursuant to Subsections 2(b), 2(c) and 2(d) below, and in such form of consideration (e.g., cash or marketable securities) as is paid to holders of outstanding shares of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred, Series A Preferred and Common Stock pursuant to Subsections 2(b), 2(c) and 2(d) below.

For purposes of determining herein whether a share of Series C-1 Preferred is "outstanding," shares of Series C-1 Preferred subject to any vesting, forfeiture or repurchase right in favor of the Corporation (collectively, "*Restricted Shares*") shall be deemed "outstanding;" provided however, that no payment of Proceeds with respect to such Restricted Shares shall be made to a holder thereof pursuant to this Subsection 2(a) until such time as such vesting, forfeiture or repurchase right lapses with respect to such Restricted Shares. Upon a Liquidation Event, the Corporation, or its successor, as applicable, shall hold in escrow on behalf of each holder of Restricted Shares an amount of Proceeds, if any, equal to (A) the number of

Restricted Shares held by such holder *multiplied* by (B) the Series C-1 Liquidation Amount (the "**Restricted Proceeds Amount**"). The Corporation, or its successor, as applicable, shall thereafter distribute from such escrow the Restricted Proceeds Amount to the holder of such Restricted Shares upon the lapse of any vesting, forfeiture or repurchase right in favor of the Corporation, or its successor, as applicable, with respect to such Restricted Shares; provided, however, that if the Corporation, or its successor, as applicable, through the operation or exercise of such vesting, forfeiture or repurchase right, shall become the record or beneficial holder of such Restricted Shares, then the Series C-1 Liquidation Amount shall be recalculated and increased to the Series C-1 Liquidation Amount as would have been obtained had the Fully Diluted Outstanding Common Stock been originally calculated without regard to such Restricted Shares, and the Corporation, or its successor, as applicable, shall distribute from such escrow to holders of Preferred Stock and Common Stock (other than holders of Restricted Shares) the Restricted Proceeds Amount related thereto as additional Proceeds, to be paid to holders of Preferred Stock and Common Stock in accordance with this Subsection 2.

(b) *Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred Preferential Amounts.* In the event of a Liquidation Event and simultaneously with and in conjunction with the payment of such portion of the Proceeds, if any, as are due and payable to holders of outstanding shares of Series C-1 Preferred (other than Restricted Share payments) upon a Liquidation Event pursuant to Subsection 2(a) above, the holders of outstanding shares of Series E Preferred, shall, at their election, be entitled to receive out of the Proceeds (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred or held in escrow for holders of Restricted Shares pursuant to Subsection 2(a) above and simultaneously with and in conjunction with the payment of such portion of the Proceeds, if any, as are due and payable to holders of outstanding shares of Series C-1 Preferred (other than Restricted Share payments) upon a Liquidation Event pursuant to Subsection 2(a) above), in preference to the holders of outstanding shares of Series D Preferred, Series C Preferred, Series B Preferred, Series A Preferred and Common Stock, an amount per share equal to (x) \$3.34556 for each outstanding share of Series E Preferred (the "**Original Series E Issue Price**") and (y) an amount equal to accrued but unpaid dividends on each such share (collectively, the "**Series E Preferential Amount**").

After payment of the Series E Preferential Amount to the holders of outstanding shares of Series E Preferred, the holders of outstanding shares of Series D Preferred shall, at their election, be entitled to receive out of the Proceeds (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred or held in escrow for holders of Restricted Shares pursuant to Subsection 2(a) above and simultaneously with and in conjunction with the payment of such portion of the Proceeds, if any, as are due and payable to holders of outstanding shares of Series C-1 Preferred (other than Restricted Share payments) upon a Liquidation Event pursuant to Subsection 2(a) above), in preference to the holders of outstanding shares of Series C Preferred, Series B Preferred, Series A Preferred and Common Stock, an amount per share equal to (x) \$3.34556 for each outstanding share of Series D Preferred (the "**Original Series D Issue Price**") and (y) an amount equal to accrued but unpaid dividends on each such share (collectively, the "**Series D Preferential Amount**").

After payment of the Series E Preferential Amount to the holders of outstanding shares of Series E Preferred, and payment of the Series D Preferential Amount to the holders of

outstanding shares of Series D Preferred, the holders of outstanding shares of Series C Preferred, shall, at their election, be entitled to receive out of the Proceeds (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred pursuant to Subsection 2(a) above or held in escrow for holders of Restricted Shares), in preference to the holders of outstanding shares of Series B Preferred, Series A Preferred and Common Stock, an amount per share equal to (x) \$2.2478 for each outstanding share of Series C Preferred (the "**Original Series C Issue Price**") and (y) an amount equal to accrued but unpaid dividends on each such share (collectively, the "**Series C Preferential Amount**").

After payment of the Series E Preferential Amount to the holders of outstanding shares of Series E Preferred, payment of the Series D Preferential Amount to the holders of outstanding shares of Series D Preferred, and payment of the Series C Preferential Amount to the holders of outstanding shares of Series C Preferred, the holders of outstanding shares of Series B Preferred and Series A Preferred shall, at their election, be entitled to receive out of the Proceeds (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred or held in escrow for holders of Restricted Shares pursuant to Subsection 2(a) above and simultaneously with and in conjunction with the payment of such portion of the Proceeds, if any, as are due and payable to holders of outstanding shares of Series C-1 Preferred (other than Restricted Share payments) upon a Liquidation Event pursuant to Subsection 2(a) above), prior and in preference to any distribution of any Proceeds to the holders of outstanding Common Stock by reason of their ownership thereof and on a pari passu basis, an amount per share equal to (A) with respect to Series B Preferred the sum of (x) \$1.5506 for each outstanding share of Series B Preferred (the "**Original Series B Issue Price**") and (y) an amount equal to accrued but unpaid dividends on each such share (the "**Series B Preferential Amount**") and (B) with respect to Series A Preferred the sum of (x) \$1.5506 for each outstanding share of Series A Preferred (the "**Original Series A Issue Price**") and (y) an amount equal to accrued but unpaid dividends on each such share (the "**Series A Preferential Amount**").

If upon the occurrence of such Liquidation Event, the portion of the Proceeds thus distributed among the holders of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred shall be insufficient to permit the payment to such holders of the full Series E Preferential Amount, Series D Preferential Amount, Series C Preferential Amount, Series B Preferential Amount and Series A Preferential Amount, then the entire remaining Proceeds of the Corporation legally available for distribution (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred or held in escrow for holders of Restricted Shares pursuant to Subsection 2(a) above) shall first be distributed ratably among the holders of the Series E Preferred, and then any remaining Proceeds (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred or held in escrow for holders of Restricted Shares pursuant to Subsection 2(a) above) shall be distributed ratably among the holders of the Series D Preferred, and then any remaining Proceeds (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred or held in escrow for holders of Restricted Shares pursuant to Subsection 2(a) above) shall be distributed ratably among the holders of the Series C Preferred, and then any remaining Proceeds (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred or held in escrow for holders of Restricted Shares pursuant to Subsection 2(a) above) shall be distributed ratably among the holders of the Series B Preferred and Series A Preferred in proportion in the case of each series to the Preferred Preferential Amount (as defined below)

such holder is otherwise entitled to receive. The Original Series E Issue Price, the Original Series D Issue Price, the Original Series C Issue Price, the Original Series B Issue Price and the Original Series A Issue Price are generically referred to as the "**Original Series Issue Price(s)**." The Series E Preferential Amount, the Series D Preferential Amount, the Series C Preferential Amount, the Series B Preferential Amount and the Series A Preferential Amount are generically referred to as the "**Preferred Preferential Amount(s)**."

(c) *Additional Preference.* Upon a Liquidation Event, and subject to and following, the completion of the distributions required by subparagraphs (a) and (b) of this Subsection 2, any remaining Proceeds (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred or held in escrow for holders of Restricted Shares pursuant to Subsection 2(a) above) available for distribution to stockholders shall be distributed among the holders of Series E Preferred, Series C Preferred, Series B Preferred, Series A Preferred and Common Stock pro rata (and simultaneously with and in conjunction with the payment of such portion of the Proceeds, if any, as are due and payable to holders of outstanding shares of Series C-1 Preferred (other than Restricted Share payments) upon a Liquidation Event pursuant to Subsection 2(a) above) based on the number of shares of Common Stock held by each (on an as-if converted to Common Stock basis), *provided that:* (x) the holders of Series E Preferred shall not be entitled to receive or participate in any additional distribution of Proceeds after such time as the holders of such Series of Preferred Stock shall have received an amount equal to two (2) times the Original Series E Issue Price per share (including any amounts distributed pursuant to Subsection 2(b)), and (y) the holders of Series C Preferred, Series B Preferred and Series A Preferred shall not be entitled to receive or participate in any additional distribution of Proceeds after such time as the holders thereof shall have received per share an amount equal to Three and One Half (3.5) times the Original Series C Issue Price, Original Series B Issue Price and Original Series A Issue Price per share (including any amounts distributed pursuant to Subsection 2(b)), as applicable. For the avoidance of doubt, the holders of Series D Preferred shall not be entitled to receive or participate in any distribution of additional Proceeds under this Subsection (c).

(d) *Remaining Distribution.* Upon the completion of the distributions required by Subsections 2(a), 2(b) and 2 (c), the remaining Proceeds of the Corporation available for distribution to stockholders (excluding any portion of the Proceeds due holders of outstanding shares of Series C-1 Preferred or held in escrow for holders of Restricted Shares pursuant to Subsection 2(a) above) shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each simultaneously with and in conjunction with the payment of such portion of the Proceeds, if any, as are due and payable to holders of outstanding shares of Series C-1 Preferred (other than Restricted Share payments) upon a Liquidation Event pursuant to Subsection 2(a) above.

(e) *Deemed Liquidation Event.* For purposes of this Subsection 2, a Liquidation Event shall include (and shall be deemed to be occasioned by), any of the following (each a "**Sale or Merger**"): (x) the merger or consolidation of the Corporation into or with another company or entity in which the stockholders of the Corporation immediately preceding such merger or consolidation (solely by virtue of their shares or other securities of the Corporation) shall own less than fifty percent (50%) of the voting securities of the surviving corporation; or (y) the sale, transfer or lease (but not including a transfer or lease by pledge or

mortgage to a bona fide lender), whether in a single transaction or pursuant to a series of related transactions or plan, of all or substantially all of the assets of the Corporation and its subsidiaries taken as a whole.

(f) *Non-cash Distribution.* If any Proceeds are to be distributed other than in cash under this Subsection 2 or for any purpose, then the Board of Directors of the Corporation shall promptly engage an independent appraiser to determine the value of the assets to be distributed to the holders of the Preferred Stock and Common Stock. The Corporation shall, upon receipt of such appraiser's valuation, give prompt written notice to each holder of Preferred Stock and Common Stock of the appraiser's valuation. Notwithstanding the above, any securities to be distributed to the stockholders shall be valued as follows:

(i) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30) day period ending three (3) business days prior to the closing of the transaction;

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

(iii) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Corporation and the holders of a majority of the outstanding shares of the Preferred Stock, provided that if the Corporation and the holders of a majority of the outstanding shares of the Preferred Stock are unable to reach an agreement, then by independent appraisal by an investment banker. The investment banker shall be hired and paid by the Corporation and be acceptable to the holders of a majority of the outstanding shares of Preferred Stock.

3. Voting Rights.

(a) *General.* In addition to such other voting rights as set forth herein, including in Subsection 3(b) and Subsection 6, or as otherwise required by law, the holder of each share of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred shall be entitled to the number of votes equal to the number of shares of Common Stock into which such share of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred would be convertible on the record date for determination of the stockholders entitled to vote, or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited, and shall otherwise have voting rights and powers equal to the voting rights and powers of the Common Stock. Except as otherwise required by law or as set forth in Subsection 6(e), the holders of Series C-1 Preferred shall not be entitled to vote on, or consent to, any action brought before the stockholders of the Corporation.


(b) *Default.* Notwithstanding anything contained in this Subsection 3 to the contrary, in the event (A) the Corporation pursuant to or within the meaning of Title 11, U.S. Code or any other federal or state law for the relief of debtors, as any such laws may be

amended from time to time ("**Bankruptcy Law**"): (i) commences a voluntary bankruptcy case, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a custodian or receiver of it or for all or substantially all of its property, (iv) makes a general assignment for the benefit of its creditors, or (v) is subject to an involuntary bankruptcy case, in each case, not withdrawn within thirty (30) days (each, a "**Bankruptcy Event**"), then for so long as such Bankruptcy Event continues; or (B) the Corporation fails for any reason (i) to make distributions to the holders of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred in accordance with the terms of Subsection 1 or 2 hereof, (ii) to issue Common Stock upon conversion of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred as provided in Subsection 4 hereof, (iii) to redeem the Preferred Stock in accordance with the terms of Subsection 5 hereof, (iv) to comply with the protective provisions of Subsection 6 hereof, or (v) to comply with the pre-emptive rights set forth in Section 3 of that certain Investor Rights Agreement, dated September 15, 2006, among the Corporation and certain of its stockholders, as may be subsequently amended (Subsection 3(b)(B)(i)-(v) are referred to as an "**Event of Corporation Non-Compliance**"), and should any such failure described in clause (B) continue for a period of ten (10) consecutive days, then, at the end of such period and for so long as such Event of Corporation Non-Compliance remains uncured, the holders of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred shall be entitled, at any annual meeting of the stockholders or any special meeting called for such purpose, voting together as a single class, to elect the smallest number of members of the Board of Directors necessary to constitute a majority of the full Board of Directors, and the holders of Common Stock shall elect the remaining directors. If, prior to the end of the term of any director elected as aforesaid by the holders of shares of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred, a vacancy in the office of such director shall occur by reason of death, resignation, removal or disability, or for any other reason, the right to fill such vacancy shall be vested in the holders of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred unless the right of such holders to elect such director shall have ceased as provided hereafter. At any time after such power to elect a majority of directors shall have so vested in the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred, the Secretary of the Corporation may, and, upon the written request of the holders of record of ten percent (10%) or more of the then outstanding shares of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred, addressed to the Secretary at the principal office of the Corporation, shall, call a special meeting of the holders of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred for the election of the directors to be elected by them as herein provided, to be held within five (5) days after such call and at the place and upon the notice provided by law and in the Bylaws of the Corporation for the holding of meetings of stockholders. If any such special meeting required to be called as above provided shall not be called by the Secretary within five (5) days after receipt of any such request, then the holders of record of ten percent (10%) or more in amount of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred then outstanding may designate in writing one of their number to call such meeting, and the person so designated may call such meeting to be held at the place and upon the notice above provided, and for that purpose shall have access to the stock ledger of the Corporation. If any such special meeting shall be called by the Secretary of the Corporation or by the holders of the Series E

Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred as above provided, and if the holders of at least a majority of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred then outstanding and entitled to vote at such meeting shall be present or represented by proxy at such meeting or any adjournment thereof, then, by vote of the holders of at least a majority of such Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred present or so represented at such meeting, the then authorized number of directors of the Corporation shall be increased by twofold plus one and, at such meeting, the holders of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred shall be entitled to elect the additional directors so provided for, but any directors so elected shall hold office only until their respective successors are duly elected and qualified at the annual meeting of stockholders or special meeting held in place thereof next succeeding their election (giving effect to the foregoing rights of the holders of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred). At such time, if any, as the Bankruptcy Event or an Event of Corporation Non-Compliance is cured, then the terms of office of all persons elected as directors by such holders shall forthwith terminate, the number of directors shall be reduced accordingly, and the holders of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred shall once again have rights with respect to the election of directors as are provided in Subsection 3(a). The foregoing remedy shall not be deemed exclusive and shall be in addition to all other rights and remedies available at law or equity to the holders of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred.

(c) *Notice.* Each holder of a share of Preferred Stock (other than holders of Series C-1 Preferred, except to the extent otherwise required by law or Subsection 6(e)) shall be entitled to receive the same prior notice of any stockholders' meeting as provided to the holders of Common Stock in accordance with the Bylaws of the Corporation, as well as prior notice of all stockholder actions to be taken by legally available means in lieu of meeting, and shall vote with holders of the Common Stock upon any matter submitted to a vote of stockholders, except those matters required by law, or by the terms hereof, to be submitted to a class vote of the holders of Preferred Stock. Fractional votes shall not, however, be permitted, and any fractions shall be disregarded in computing voting rights.

(d) *Board of Directors.* The Board of Directors shall consist of initially nine (9) directors, which number may be increased or decreased by unanimous approval of the Board, and the consent of a majority of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred, voting together as a single class. The election of directors shall be subject to the terms set forth in that certain Voting Agreement, as amended, by and among the Corporation and certain of its Stockholders, and dated as of September 15, 2006 (the "*Voting Agreement*"). In the event that a vacancy shall occur on the Board of Directors, the number of directors shall be reduced until a new director or directors shall be elected to such position or positions as provided in the Voting Agreement.

4. Conversion. The holders of the Preferred Stock have conversion rights as follows (the "*Conversion Rights*"): 

(a) *Optional.* Each share of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into Common Stock. Any conversion under this Subsection 4(a) shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the shares of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, to be converted in accordance with the procedures described in Subsection 4(d) below.

(b) *Automatic.*

(A) Each and every outstanding share of Series E Preferred shall automatically be converted into Common Stock at the then applicable Conversion Rate upon the earlier of (i) the affirmative vote or consent of the holders of a majority of the then outstanding Series E Preferred (voting as a separate class), and (ii) a Qualified Public Offering as set forth in Subsection 4(b)(E) below.

(B) Each and every outstanding share of Series D Preferred shall automatically be converted into Common Stock at the then applicable Conversion Rate upon the earlier of (i) the affirmative vote or consent of the holders of greater than two-thirds of the then outstanding Series D Preferred (voting as a separate class), (ii) upon the automatic conversion of the Series A Preferred, Series B Preferred, Series C Preferred, Series C-1 Preferred and Series E Preferred under this Subsection 4(b), and (iii) a Qualified Public Offering as set forth in Subsection 4(b)(E) below.

(C) Each and every outstanding share of Series C Preferred, Series B Preferred and Series A Preferred shall automatically be converted into Common Stock at the then applicable Conversion Rate upon the earlier of (i) the affirmative vote or consent of the holders of (A) in the case of the Series C Preferred, three-quarters of the then outstanding Series C Preferred (voting as a separate class), (B) in the case of the Series B Preferred, a majority of the holders of the Series B Preferred (voting as a separate class), and (C) a majority of the holders of Series A Preferred (voting as a separate class), or (ii) a Qualified Public Offering as set forth in Subsection 4(b)(E) below. Additionally, should holders of Series C Preferred elect as a class to convert their shares of Series C Preferred to Common Stock pursuant to the first sentence of this subparagraph (C) or otherwise, or should each and every holder of Series C Preferred elect individually to convert each and every share of Series C Preferred held by such holder into Common Stock pursuant to Subsection 4(a), or upon a Qualified Public Offering as set forth in Subsection 4(b)(E) below, if earlier, then in all cases, each and every outstanding share of Series C-1 Preferred (including any Restricted Shares) shall automatically be converted into Common Stock at the then applicable Conversion Rate.

(D) Automatic conversions effected pursuant to a vote or written consent under this Subsection 4(b) shall be deemed to have been made immediately prior to the close of business on the date of receipt of the written notice described above necessary to effect such conversion. Conversions effected under this Subsection 4(b), shall be automatic, without need for any further action by such holders

of shares of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, and regardless of whether the certificates representing such shares are surrendered to the Corporation or its transfer agent; *provided, however*, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless certificates evidencing (or affidavits of loss with respect to) such converted shares of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, are surrendered to the Corporation in accordance with the procedures described in Subsection 4(d) below.

(E) The Corporation shall notify each holder of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred at least ninety (90) days prior to the anticipated effective date of a registration statement filed by the Corporation under the federal Securities Act of 1933, as amended, covering a Qualified Public Offering. Immediately upon the closing of, but effective immediately prior to, the consummation of a Qualified Public Offering, each and every outstanding share of Series E Preferred, Series D Preferred, Series C-1 Preferred (including any Restricted Shares), Series C Preferred, Series B Preferred and Series A Preferred held by such holders shall automatically be converted into Common Stock at the then applicable Conversion Rate. Such conversion shall be automatic, without need for any further action by the holders of shares of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred and regardless of whether the certificates representing such shares are surrendered to the Corporation or its transfer agent; *provided, however*, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless certificates evidencing such shares of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred and Series A Preferred so converted are surrendered to the Corporation in accordance with the procedures described in Subsection 4(d) below. A "**Qualified Public Offering**" shall mean a firm commitment underwritten offering of Common Stock to the public pursuant to a registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, at a public offering price that results in the Corporation having a total market capitalization that exceeds \$150,000,000 upon completion of such offering, receiving aggregate proceeds to the Corporation of at least \$35,000,000, net of underwriters commissions and expenses, and the share price of the offering is at least three times the share price of the Original Series C Issue Price (as adjusted for any stock dividends, combinations, or splits with respect to such shares).

(F) No fractional shares of Common Stock shall be issued upon conversion of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred and Series A Preferred, and any shares of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred surrendered for conversion that would otherwise result in a fractional share of Common Stock shall be redeemed at the then effective Conversion Price per share, payable in cash as promptly as practicable when funds are legally available therefor.

(c) *Number of Shares Issuable Upon Conversion: Conversion Rate.*

The number of shares of Common Stock to which a holder of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred, or Series A Preferred, as applicable, shall be entitled upon conversion shall be the product obtained by multiplying the applicable Conversion Rate of the Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred by the number of shares of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, being converted. Subject to the provisions of this Subsection 4, the applicable "*Conversion Rate*" in effect at any time with respect to the (i) Series A Preferred shall be the quotient obtained by dividing \$1.5506 by the Series A Conversion Price (as defined in Subsection 4(g) hereof); (ii) Series B Preferred shall be the quotient obtained by dividing \$1.5506 by the Series B Conversion Price (as defined in Subsection 4(g) hereof); (iii) Series C Preferred shall be the quotient obtained by dividing \$2.2478 by the Series C Conversion Price (as defined in Subsection 4(g) hereof); (iv) Series D Preferred shall be the quotient obtained by dividing \$3.34556 by the Series D Conversion Price (as defined in Subsection 4(g) hereof); and (v) Series E Preferred shall be the quotient obtained by dividing \$3.34556 by the Series E Conversion Price (as defined in Subsection 4(g) hereof). The "*Conversion Rate*" in effect at any time with respect to the Series C-1 Preferred shall equal one (1) (including for purposes of calculating any right to participate in the receipt of dividends pursuant to Subsection 1(d)(ii) or the Fully Diluted Outstanding Common Stock of the Corporation); *provided, however*, that in the event of automatic conversion of the Series C-1 Preferred Stock into Common Stock pursuant to Subsection 4(b)(C), the Conversion Rate shall equal the quotient obtained by dividing (x) 2,450,000 (less the aggregate number of shares of Series C-1 Preferred redeemed pursuant to Section 5 below prior to the conversion) by (y) the number of shares of Series C-1 Preferred outstanding (including any Restricted Shares) immediately prior to such automatic conversion.

(d) *Mechanics of Conversion.* Upon the conversion of the Series E Preferred, Series D Preferred, Series C-1 Preferred, the Series C Preferred, the Series B Preferred and the Series A Preferred, as applicable, pursuant to Subsections 4(b)(A) or (B) above, the Corporation shall promptly send written notice thereof, by registered or certified mail return receipt requested and postage prepaid, by hand delivery or by overnight delivery, to each holder of record of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred and Series A Preferred, as applicable, at his or its address then shown on the records of the Corporation, which notice shall state that certificates evidencing shares of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred and Series A Preferred, as applicable, must be surrendered at the office of the Corporation (or of its transfer agent for the Common Stock, if applicable) in the manner described in this Subsection 4(d). Before any holder of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, shall be entitled to receive certificates representing the shares of Common Stock into which shares of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, are converted in accordance with Subsection 4(a) or Subsection 4(b) above, such holder shall surrender the certificate or certificates evidencing (or affidavits of loss with respect to) such shares of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, duly indorsed, at the office of the Corporation or of any transfer agent for the Series E Preferred,

Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or the Series A Preferred, as applicable, and shall give written notice to the Corporation at such office of the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued, if different from the name shown on the books and records of the Corporation. The Corporation shall, as soon as practicable thereafter and in no event later than thirty (30) days after the delivery of said certificates, issue and deliver at such office to such holder of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, or to the nominee or nominees of such holder as provided in such notice, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion pursuant to Subsections 4(a) or 4(b) shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of the effective date of conversion specified in such section. All certificates issued upon the exercise or occurrence of the conversion shall contain a legend governing restrictions upon such shares imposed by law or agreement of the holder or his or its predecessors. In addition, simultaneously upon the conversion of any shares of Series D Preferred or Series E Preferred, any and all accrued or declared but unpaid dividends on such shares of Series D Preferred or Series E Preferred shall be paid, in cash, by the Corporation to the holders of such shares of Preferred Stock.

(e) *Adjustment for Subdivisions or Combinations of Common Stock.*

In the event the Corporation at any time or from time to time after the Original Issue Date (as applicable to the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or the Series A Preferred) effects a subdivision or combination of the outstanding Common Stock into a greater or lesser number of shares without a proportionate and corresponding subdivision or combination of the outstanding Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or the Series A Preferred, then and in each such event the applicable Conversion Price (and the corresponding Conversion Rate) for the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred shall be increased or decreased proportionately.

(f) *Adjustments for Distributions and Common Stock Equivalent.*

In the event that (subject to Subsection 4(g)(E) hereof) the Corporation at any time or from time to time after the Original Issue Date, as applicable, shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into or entitling the holder thereof to receive additional shares of Common Stock (hereinafter referred to as "*Common Stock Equivalents*") without payment of any consideration by such holder of such Common Stock Equivalents for the additional shares of Common Stock, and without a proportionate and corresponding dividend or other distribution to holders of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred, then and in each such event the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) of Common Stock issuable in payment of such dividend or distribution or upon conversion or exercise of such Common Stock Equivalents shall be deemed, for purposes of this Subsection 4(f), to be issued and outstanding as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date. In each such

event the applicable Conversion Price shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the applicable Conversion Price by a fraction,

(A) the numerator of which shall be the total number of shares of Common Stock issued and outstanding or deemed to be issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and

(B) the denominator of which shall be the total number of shares of Common Stock (x) issued and outstanding or deemed pursuant to the terms hereof to be issued and outstanding (not including any shares described in clause (y) immediately below), immediately prior to the time of such issuance or the close of business on such record date, plus (y) the number of shares of Common Stock issuable in payment of such dividend or distribution or upon conversion or exercise of such Common Stock Equivalents; provided, however, that (i) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price (and the corresponding Conversion Rate) shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price (and the corresponding Conversion Rate) shall be adjusted pursuant to this Subsection 4(f) as of the time of actual payment of such dividend or distribution; (ii) if such Common Stock Equivalents provide, with the passage of time or otherwise, for any decrease in the number of shares of Common Stock issuable upon conversion or exercise thereof (or upon the occurrence of a record date with respect thereto), the Conversion Price (and the corresponding Conversion Rate) computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall upon any such decrease becoming effective, be recomputed to reflect such decrease insofar as it affects the rights of conversion or exercise of the Common Stock Equivalents then outstanding; and (iii) upon the expiration of any rights of conversion or exercise under any unexercised Common Stock Equivalents, the Conversion Price (and the corresponding Conversion Rate) computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall upon such expiration, be recomputed as if the only additional shares of Common Stock issued were the shares of such stock, if any, actually issued upon the conversion or exercise of such Common Stock Equivalents.

(g) *Adjustment of Conversion Rate for Diluting Issues.*

(A) Except as otherwise adjusted as provided herein, the applicable "**Series A Conversion Price**" shall be \$1.5506, the applicable "**Series B Conversion Price**" shall be \$1.5506, the applicable "**Series C Conversion Price**" shall be \$1.9049 (which amount reflects a prior performance based adjustment contained in Section III.C.4(g)(F) of the Amended and Restated Articles of Incorporation of SecureWorks-Georgia, dated as of March 24, 2006), the applicable "**Series D Conversion Price**" shall be \$3.34556, and the applicable "**Series E Conversion Price**" shall be \$3.34556 (the Series A Conversion Price, the Series B Conversion Price, the Series C

Conversion Price, the Series D Conversion Price and the Series E Conversion Price shall be collectively referred to herein as the "**Conversion Price**"). Except as otherwise provided in this Subsection 4(g), in the event, and each time as, the Corporation sells or issues any Additional Shares of Common Stock following the applicable Original Issue Date, at a per share consideration (as defined below) less than (i) the Series C Conversion Price in effect immediately prior to such issuance, then the Series C Conversion Price shall be adjusted to an amount equal to such per share consideration, and the Series C Conversion Rate shall be appropriately adjusted, and/or (ii) the Series A Conversion Price, Series B Conversion Price, Series D Conversion Price, and Series E Conversion Price in effect immediately prior to such issuance, then the Series E Conversion Price, Series D Conversion Price, Series B Conversion Price and Series A Conversion Price, as applicable, shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-tenth (1/10th) of a cent) determined by multiplying such Series E Conversion Price, Series D Conversion Price, Series B Conversion Price or Series A Conversion Price, as applicable, by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue **plus** the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such Series E Conversion Price, Series D Conversion Price, Series B Conversion Price or Series A Conversion Price, as applicable; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue **plus** the number of such Additional Shares of Common Stock so issued.

For purposes of the foregoing, the aggregate per share consideration with respect to the sale or issuance of a share of Common Stock shall be the price per share received by the Corporation, prior to the payment of any expenses, commissions, discounts and other applicable costs. With respect to the sale or issuance of Common Stock Equivalents that are convertible into or exchangeable for Common Stock without further consideration, the per share consideration shall be determined by dividing the minimum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) of Common Stock issuable with respect to such Common Stock Equivalents into the aggregate consideration received by the Corporation upon the sale or issuance of such Common Stock Equivalents. With respect to the issuance of other Common Stock Equivalents, the per share consideration shall be determined by dividing the minimum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) of Common Stock issuable with respect to such Common Stock Equivalents into the aggregate consideration received by the Corporation upon the sale or issuance of such Common Stock Equivalents plus the total consideration receivable by the Corporation upon the conversion or exercise of such Common Stock Equivalents. The issuance of Common Stock or Common Stock Equivalents for no consideration shall be deemed to be an issuance at a per share consideration of \$0.01. In connection with the sale or issuance of Common Stock and/or Common Stock Equivalents for non cash consideration, the amount of consideration shall be determined by the Board of Directors of the Corporation in good faith.

As used herein, "*Additional Shares of Common Stock*" shall mean either shares of Common Stock issued, with respect to such adjustments to be made to the Conversion Price and the Conversion Rate, subsequent to the applicable Original Issue Date, or, with respect to the issuance of Common Stock Equivalents, the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for subsequent adjustment of such number) of Common Stock issuable in exchange for, upon conversion of, or upon exercise of such Common Stock Equivalents.

For the purposes of this Subsection 4(g)(A), the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (i) the number of shares of Common Stock actually outstanding, (ii) the number of shares of Common Stock into which the then outstanding shares of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred could be converted if fully converted on the day immediately preceding the given date, and (iii) the number of shares of Common Stock that could be obtained through the exercise or conversion of all other rights, options and convertible securities on the day immediately preceding the given date.

(B) Upon each issuance of Common Stock Equivalents that are exchangeable without further consideration into Common Stock for a per share consideration less than the Conversion Price as in effect on the date of such issuance, the Conversion Price shall be adjusted as provided in subparagraph (A) of this Subsection 4(g) on the basis that the Additional Shares of Common Stock are to be treated as having been issued on the date of issuance of the Common Stock Equivalents, and the aggregate consideration received by the Corporation for such Common Stock Equivalents shall be deemed to have been received for such Additional Shares of Common Stock.

(C) Upon each issuance of Common Stock Equivalents other than those described in subparagraph (B) of this Subsection 4(g) for a per share consideration less than the Conversion Price as in effect on the date of such issuance, the Conversion Price shall be adjusted as provided in subparagraph (A) of this Subsection 4(g) on the basis that the Additional Shares of Common Stock are to be treated as having been issued on the date of issuance of such Common Stock Equivalents, and the aggregate consideration received and receivable by the Corporation on conversion or exercise of such Common Stock Equivalents shall be deemed to have been received for such Additional Shares of Common Stock.

(D) Once any Additional Shares of Common Stock have been treated as having been issued for the purpose of this Subsection 4(g), they shall be treated as issued and outstanding shares of Common Stock whenever any subsequent calculations must be made pursuant hereto; provided that on the expiration of any options, warrants or rights to purchase Additional Shares of Common Stock, the termination of any rights to convert or exchange for Additional Shares of Common Stock, or the expiration of any options or rights related to such convertible or exchangeable securities on account of which an adjustment in the Conversion Price has been made previously pursuant to this Subsection 4(g), such Conversion Price shall forthwith be

readjusted to the Conversion Price as would have obtained had the adjustment made upon the issuance of such options, warrants, rights, securities or options or rights related to such securities been made upon the basis of the issuance of only the number of shares of Common Stock actually issued upon the exercise of such options, warrants or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(E) The foregoing notwithstanding, no adjustment of the Conversion Price and the Conversion Rate shall be made pursuant to this Subsection 4(g) as a result of:

(v) the issuance of any shares of Series C-1 Preferred or any shares of Common Stock issued upon the conversion of shares of Series C-1 Preferred, Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred;

(w) any shares of Common Stock issued or issuable as a result of which the Conversion Price and the Conversion Rate are adjusted under subparagraphs (e) or (f) of this Subsection 4;

(x) any shares of Common Stock or Series D Preferred issued pursuant to the exchange, conversion or exercise of any Common Stock Equivalents that were outstanding on the Series E Original Issue Date; or

(y) any shares of Common Stock or Series D Preferred (which number shall be appropriately adjusted for any stock splits, stock dividends, recapitalizations or singular events), issued or issuable pursuant to options, warrants or rights that have been granted prior to the Series E Original Issue Date or that may be granted at any time after the Series E Original Issue Date and approved by the Compensation Committee of the Board of Directors to purchase shares of Common Stock or Series D Preferred in favor of employees, directors, officers or consultants of the Corporation or any subsidiary thereof pursuant to bona fide employee stock option plans created in accordance with Section 422 of the Internal Revenue Code of 1986, as amended, or similar subsequent legislation or pursuant to a non-statutory stock option plan or non-statutory stock option agreements (any such stock option plan or agreement described in this clause (y) being referred to as an "*Authorized Incentive Plan*");

(z) any shares of Series E Preferred issued pursuant to that certain Warrant to Purchase Stock of SecureWorks Holding, Inc. dated as of September 15, 2006 and held by ORIX Venture Finance, LLC (as the same may be amended and restated from time to time), any shares of Series D Preferred or any shares of Common Stock issued or issuable (i) in connection with a bona fide business acquisition by the Corporation of another business entity, products or technologies or pursuant to a strategic partnership, provided that any such transaction is approved by the Board of Directors with the consent of each of the directors designated by the holders of Series E Preferred, Series C Preferred, Series B Preferred and Series A Preferred or (ii) to financial institutions in connection with bona fide commercial credit arrangements

approved by the Board of Directors with the consent of each of the directors designated by the holders of any Series E Preferred, Series C Preferred, Series B Preferred and Series A Preferred; or

(h) *De Minimis Adjustments.* No adjustment to the Conversion Price (and, thereby, the Conversion Rate) shall be made if such adjustment would result in a change in the Conversion Price of less than \$0.01. Any adjustment of less than \$0.01 that is not made shall be carried forward and shall be made at the time of and together with any subsequent adjustment that, on a cumulative basis, amounts to an adjustment of \$0.01 or more in the Conversion Price.

(i) *No Impairment.* Except as provided in Subsection 7 hereof, the Corporation shall not, by amendment of its Certificate of Incorporation or Bylaws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms; to be observed or performed hereunder by the Corporation, but shall at all times in good faith assist in the carrying out of all the provisions of this Subsection 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series A Preferred and Series B Preferred against impairment.

(j) *Certificate as to Adjustments.* Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Subsection 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and cause the Corporation's principal financial officer to verify such computation and prepare and furnish to each holder of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred, as applicable, a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of a holder of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred, to the extent applicable, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price and the Conversion Rate at that time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property that at that time would be received upon the conversion of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred and Series A Preferred.

(k) *Notices of Record Date.* In the event of any taking by the Corporation of a record of the holders of any class of securities other than Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred or Series A Preferred for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, any Common Stock Equivalents or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred and Series A Preferred, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or rights, and the amount and character of such dividend, distribution or rights.

(1) *Reservation of Stock Issuable Upon Conversion.* The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred and Series A Preferred such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred and Series A Preferred; and if at any time the number of authorized but unissued shares of Common Stock shall be insufficient to effect the conversion of all then outstanding shares of the Series E Preferred, Series D Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred and Series A Preferred, the Corporation shall take such corporate action as may, in the opinion of its counsel be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5. Redemption.

(a) Subject to Subsection 6(b) hereof, the Corporation shall at any time on or after September 15, 2011, upon the receipt of written notice or notices delivered to the Corporation by the holders of a majority of the then outstanding shares of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, electing to cause a redemption of such holders' shares of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred, respectively (the "*Electing Holders*"), and assuming that neither a Sale or Merger of the Corporation nor an underwritten public offer and sale of Common Stock to the public pursuant to a Qualified Public Offering has been effected prior to such date, redeem all, or any portion, of the then outstanding shares of Preferred Stock held by such Electing Holders and other participating holders of Preferred Stock by paying in cash to the holders thereof in respect of each such share the Redemption Price (defined below), with one-half of such payment due ninety (90) days after receipt of such notice of redemption and one-half of such payment due on the first anniversary of the date of receipt of such notice of redemption (each such payment, a "*Redemption Payment*"); provided that except as consented to by the holders of two-thirds (2/3) of the Series E Preferred seeking redemption under this Subsection 5, holders of Series E Preferred seeking redemption under this Subsection 5 shall be redeemed prior to any redemption of the Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred but only simultaneously with and in conjunction with the redemption of shares of Series C-1 Preferred, if any, the holders of which have elected to participate in such redemption, and except as consented to by the holders of two-thirds (2/3) of the Series D Preferred seeking redemption under this Subsection 5, holders of Series D Preferred seeking redemptions under this Subsection 5 shall be redeemed prior to any redemption of the Series C Preferred, Series B Preferred or Series A Preferred, but only following or simultaneously with an in conjunction with the redemption of shares of Series C-1 Preferred, if any, the holders of which have elected to participate in such redemption, and except as consented to by the holders of two-thirds (2/3) of the Series C Preferred seeking redemption under this Subsection 5, holders of Series C Preferred seeking redemption under this Subsection 5 shall be redeemed prior to any redemption of the Series B Preferred or Series A Preferred, but only following or in conjunction with the redemption of shares of Series C-1 Preferred, if any, the holders of which have elected to participate in such redemption.

Notwithstanding the foregoing, the Corporation shall not be obligated to redeem all or any portion of the then outstanding shares of Preferred Stock held by such Electing Holders and other participating holders of Preferred Stock (i) if, with respect to such request for redemption, the aggregate dollar amount payable to such Electing Holders and other participating holders of Preferred Stock would not exceed \$5.0 million (assuming for such purposes that the price payable for each redeemed share of Preferred Stock would be equal to (A) the Series A Invested Amount (defined below), in the case of Series A Preferred, (B) the Series B Invested Amount (defined below), in the case of Series B Preferred, (C) the Series C Invested Amount (defined below), in the case of Series C Preferred, (D) the Series D Invested Amount (defined below), in the case of Series D Preferred, or (E) the Series E Invested Amount (defined below), in the case of Series E Preferred), or (ii) if the Corporation has received a request for redemption from Electing Holders for which it is obligated to redeem shares of Preferred Stock (notwithstanding clause (i) above) in the previous four (4) months. Upon receipt of notice from the Electing Holders, the Corporation shall within five (5) business days provide written notice to all other holders of Preferred Stock of the Electing Holders' election so that such other holders of Preferred Stock (including holders of Restricted Shares, subject to Subsection 5(e) below) may elect to participate in the redemption to the extent permitted herein, based on the preferences set forth herein. Such other holders of Preferred Stock shall have ten (10) business days after receipt of such notice to notify the Corporation whether they elect to participate in the redemption. The price payable for each redeemed share (the "**Redemption Price**"), as applicable, of (u) Series E Preferred shall be equal to the greater of (i) the Appraised Value (as defined below) of each such share as of the date of the request for redemption or (ii) the Original Series E Issue Price (as adjusted for stock splits, reclassifications or recombinations) (the "**Series E Invested Amount**") plus an amount equal to accrued but unpaid dividends on each such share (at 10% per annum); (v) Series D Preferred shall be equal to the greater of (i) the Appraised Value (as defined below) of each such share as of the date of the request for redemption or (ii) the Original Series D Issue Price (as adjusted for stock splits, reclassifications or recombinations) (the "**Series D Invested Amount**") plus an amount equal to accrued but unpaid dividends on each such share (at 8% per annum); (w) Series C-1 Preferred shall equal the Series C-1 Liquidation Amount (treating as Proceeds for the purpose of calculating the Series C-1 Liquidation Amount only the aggregate Redemption Payments payable to holders of Series C Preferred, Series B Preferred and Series A Preferred participating in a redemption pursuant to this Subsection 5), with such Redemption Price equal to \$0 (zero dollars) to the extent such aggregate Redemption Payments do not exceed \$15,000,000); (x) Series C Preferred shall be equal to the greater of (i) the Appraised Value (as defined below) of each such share as of the date of the request for redemption or (ii) the Original Series C Issue Price (as adjusted for stock splits, reclassifications or recombinations) (the "**Series C Invested Amount**") plus an amount equal to accrued but unpaid dividends on each such share (at 8% per annum); (y) Series B Preferred shall be equal to the greater of (i) the Appraised Value (as defined below) of each such share as of the date of the request for redemption or (ii) the Original Series B Issue Price (as adjusted for stock splits, reclassifications or recombinations) (the "**Series B Invested Amount**") plus an amount equal to accrued but unpaid dividends on each such share (at 8% per annum); (z) Series A Preferred shall be equal to the greater of (i) the Appraised Value (as defined below) of each such share as of the date of the request for redemption or (ii) the Original Series A Issue Price (as adjusted for stock splits, reclassifications or recombinations) (the "**Series A Invested Amount**") plus an amount equal to accrued but unpaid dividends on each such share (at 8% per annum).

The Series E Preferred shall have preference over, and, except as consented to by the holders of two-thirds (2/3) of the Series E Preferred seeking redemption under this Subsection 5, any Series E Preferred seeking redemption shall be redeemed in its entirety before, the Series D Preferred, Series C Preferred, Series B and Series A Preferred under this Subsection 5, but shall be redeemed only simultaneously with and in conjunction with the redemption of shares of Series C-1 Preferred, if any.

The Series D Preferred shall have preference over, and, except as consented to by the holders of two-thirds (2/3) of the Series D Preferred seeking redemption under this Subsection 5, any Series D Preferred seeking redemption shall be redeemed in its entirety before, the Series C Preferred, Series B and Series A Preferred under this Subsection 5, but shall be redeemed only following or simultaneously with and in conjunction with the redemption of shares of Series C-1 Preferred, if any.

The Series C Preferred shall have preference over, and, except as consented to by the holders of two-thirds (2/3) of the Series C Preferred seeking redemption under this Subsection 5, any Series C Preferred seeking redemption shall be redeemed in its entirety before, the Series B and Series A Preferred under this Subsection 5, but shall be redeemed only following or simultaneously with and in conjunction with the redemption of shares of Series C-1 Preferred, if any. The Corporation shall redeem the Series B Preferred and Series A Preferred ratably from among the holders of the Series B Preferred and Series A Preferred in proportion to the total number of shares such holder is otherwise entitled to have redeemed.

Subject only to the limitation that Redemption Payments payable to holders of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred be paid simultaneously with and in conjunction with payment of any Redemption Payments payable to holders of Series C-1 Preferred (other than Restricted Share payments) which have elected to participate in such redemption, holders of Series C-1 Preferred shall have no right to receive any Redemption Payment (or portion thereof) payable to any holder of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred. Shares of Preferred Stock redeemed by the Corporation pursuant to this Subsection 5 (including any Restricted Shares) shall be cancelled.

(b) The "*Appraised Value*" shall be the fair market value of such shares, as established by the Board of Directors in good faith following such request for redemption (which Appraised Value shall not include a discount for minority ownership interest or illiquidity), and each holder of the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, shall be notified in writing of such value upon receipt by the Corporation of a request for redemption. If, however, any Electing Holders shall give the Corporation written notice prior to the scheduled redemption that he, it or they disagree with the value placed upon the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, then the Electing Holders and the Corporation shall attempt to agree upon an Appraised Value. Should the Electing Holders and the Corporation be unable to agree during the twenty (20)-day period immediately following the giving of the written notice of such disagreement as to the Appraised Value without the employment of appraisers, then the Board of Directors and the Electing Holders shall mutually agree on an independent appraiser to determine the value of the applicable Preferred Stock;

provided however that if the parties fail to agree on an independent appraiser, then the parties agree that the Atlanta, Georgia office of the American Arbitration Association shall be employed to choose an appraiser (the "**Independent Appraiser**"), and such Independent Appraiser shall promptly appraise such shares to be redeemed as of the date of the scheduled redemption. The appraisers shall not discount the shares of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred, as applicable, for minority ownership interest or illiquidity. The Redemption Date shall be extended as necessary until the Independent Appraiser determines the Appraised Value. All costs of any appraisal process pursuant to this Subsection in determining the Appraised Value shall be paid one-half by the Corporation and one-half by the Electing Holders.

(c) On or before the date of a scheduled redemption, each holder of shares required to be redeemed shall surrender the certificate representing such shares to the Corporation and shall receive payment of the Redemption Price in cash. If less than all the shares represented by a surrendered certificate are redeemed, the Corporation shall issue a new certificate representing the unredeemed shares.

(d) The right to redemption established by this Subsection 5 shall be deemed absolute and vested upon the occurrence of the conditions specified herein; however, actual redemption under this Subsection 5 shall be subject to the legal availability of funds and, to the extent delayed, shall occur as soon thereafter as and when funds are legally available therefor, with interest at the per annum rate of interest published as the "**Prime Rate**" appearing in the "Money Rates" section of the *Wall Street Journal*, Eastern Edition, or any successor to such section, plus two percent (2%) per annum, for the period of each delay, and increasing thereafter by one percent (1%) per annum for each fiscal quarter of delay; provided that such interest rate shall in no event exceed the maximum permissible by law.

(e) Notwithstanding anything contained herein to the contrary, no Redemption Payment shall be made with respect to Restricted Shares until such time as any vesting, forfeiture or repurchase right lapses with respect to such Restricted Shares. Upon the election of a holder of Series C-1 Preferred in accordance with Subsection 5(a) to participate in a redemption pursuant to this Subsection 5 with respect to Restricted Shares, the Corporation shall hold in escrow on behalf of such holder of Restricted Shares an amount of Redemption Payments, if any, equal to (A) the number of Restricted Shares held by such holder multiplied by (B) the Series C-1 Liquidation Amount (the "**Restricted Redemption Payment Amount**"). The Corporation shall thereafter distribute from such escrow the Restricted Redemption Payment Amount to the holder of such Restricted Shares upon the lapse of any vesting, forfeiture or repurchase right in favor of the Corporation with respect to such Restricted Shares; provided, however, that if the Corporation, through the operation or exercise of such vesting, forfeiture or repurchase right, shall become the record or beneficial holder of such Restricted Shares, no former holder thereof shall have any right or claim to any Redemption Payment thereon and the Restricted Redemption Payment Amount shall be distributed and released from such escrow to the Corporation.

(a) *Actions Requiring Majority Approval of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred.* In addition to any other rights provided by law, so long as any shares of Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred and Series A Preferred are then outstanding, except where the vote or written consent of the holders of a greater number of shares is required by law or by another provision of the Certificate of Incorporation, without first obtaining the affirmative vote or written consent of the holders of a majority of the total number of shares of Series E Preferred, Series D, Series C Preferred, Series B Preferred and Series A Preferred outstanding, voting together as a single class (on an as-if converted to Common Stock basis), the Corporation shall not by amendment, merger, consolidation or otherwise:

(i) assume, guarantee, endorse or otherwise become directly or contingently liable for any obligation or indebtedness in excess of \$1,000,000;

(ii) sell, assign, lease or otherwise dispose of any of its material assets or those of any subsidiary, including its receivables, other than (a) sales, assignments, leases or other dispositions in the ordinary course of business or (b) sales, assignments, leases or other dispositions to wholly owned subsidiaries of the Corporation or one of such subsidiaries;

(iii) permit any subsidiary or affiliate of the Corporation to sell or issue any capital stock to any party other than the Corporation, other than pursuant to the Resolutions of Merger;

(iv) increase or decrease the number of members of the Board of Directors from nine (9) members;

(v) file any certificates or amendments to the Certificate of Incorporation which adversely affect the rights, preferences, privileges or powers of, or restrictions provided for the benefit of, the Series E Preferred, Series D Preferred, Series C Preferred, Series B Preferred or Series A Preferred;

(vi) commence or settle any material litigation involving the Corporation;

(vii) make any material change in the Corporation's business or line(s) of business;

(viii) acquire, or enter into an agreement to acquire, any business, product, technology, know-how or another corporation, whether by merger, purchase of all or a substantial portion of the assets of an entity or any other reorganization whereby the Corporation owns over fifty percent (50%) of the voting power of an entity; or

(ix) enter into, or agree or otherwise commit to enter into, any joint venture, license agreement or exclusive marketing or other distribution agreement with respect to the Corporation's products, other than in the ordinary course of business.

(b) *Actions Requiring Majority Approval of Series E Preferred.* In addition to any other rights provided by law, so long as any shares of Series E Preferred are then outstanding, except where the vote or written consent of the holders of a greater number of shares is required by law or by another provision of the Certificate of Incorporation, without first obtaining the affirmative vote or written consent of the holders of a majority of the total number of shares of Series E Preferred outstanding, voting together as a single class, the Corporation shall not by amendment, merger, consolidation or otherwise:

(i) pay or declare any dividend on any shares of Common Stock, Series A Preferred, Series B Preferred, Series C Preferred, Series D Preferred or other Junior Stock;

(ii) cause the repurchase of shares of Common Stock, Series A Preferred, Series B Preferred, Series C Preferred or other Junior Stock other than the Series D Preferred (except from an employee in connection with such employee's termination of employment with the Corporation);

(iii) create (by reclassification or otherwise) any new class or series of shares having rights, preferences or privileges senior to or on a parity with the Series E Preferred (with respect to dividends, liquidation, redemption or otherwise);

(iv) authorize or issue any securities at a per share consideration that is less than the Conversion Price for the Series E Preferred then in effect, except for (i) common stock, options, warrants or rights granted or issued pursuant to or upon exercise under an Authorized Incentive Plan not to exceed, in the aggregate, 2,544,843 (including options and restricted shares other than Series C-1 Preferred granted and outstanding as of the date hereof), (ii) up to 2,450,000 shares of Series C-1 Preferred and (iii) issuances pursuant to the Resolutions of Merger; or

(v) so long as at least 20% of the Series E Preferred Stock of SecureWorks Holding, Inc. issued pursuant to that certain Series E Preferred Stock Purchase Agreement among SecureWorks Holding, Inc. and certain investors dated September 15, 2006 and converted into Series E Preferred pursuant to the Resolutions of Merger are outstanding, repurchase or redeem shares of Series D Preferred Stock or Common Stock issued upon the conversion of Series D Preferred Stock (except from an employee in connection with such employee's termination of employment with the Corporation).

(c) *Actions Requiring Consent of the Board of Directors and Majority Approval of Series E Preferred and Series C Preferred.* In addition to any other rights provided by law, so long as any shares of Series E Preferred and Series C Preferred are then outstanding, except where the vote or written consent of the holders of a greater number of shares is required by law or by another provision of the Certificate of Incorporation, without first obtaining the affirmative vote or written consent of the Board of Directors and the holders of greater than a majority of the total number of shares of Series E Preferred and Series C Preferred outstanding, voting together as a single class (on an as-if converted to Common Stock basis), the Corporation shall not, by amendment, merger, consolidation or otherwise:

(i) increase or decrease the authorized or issued number of shares of Common Stock or Preferred Stock or other security or right convertible into equity of the Corporation (other than pursuant to common stock, options, warrants or rights granted or issued pursuant to or upon exercise under an Authorized Incentive Plan not to exceed, in the aggregate, 2,544,843 (including options and restricted shares other than Series C-1 Preferred granted and outstanding as of the date hereof) or other than issuances pursuant to the Resolutions of Merger); or

(ii) agree upon, enter into or approve any agreement, commitment or plan regarding a Liquidation Event, Sale or Merger or Qualified Public Offering.

(d) *Actions Requiring Majority Approval of Series C Preferred.* In addition to any other rights provided by law, so long as any shares of Series C Preferred are then outstanding, except where the vote or written consent of the holders of a greater number of shares is required by law or by another provision of the Certificate of Incorporation, without first obtaining the affirmative vote or written consent of the holders of a majority of the total number of shares of Series C Preferred outstanding, voting together as a single class, the Corporation shall not issue (by reclassification or otherwise) any new class or series of shares senior to or on parity with the Series E Preferred at per share consideration that exceeds the Original Series E Issue Price.

(e) *Actions Requiring Majority Approval of Series C-1 Preferred and Series C Preferred.* So long as any shares of Series C-1 Preferred are then outstanding, except where the vote or written consent of the holders of a greater number of shares is required by law, without first obtaining the affirmative vote or written consent of both (i) the holders of at least a majority of the total number of shares of Series C-1 Preferred outstanding (including any Restricted Shares), voting together as a single and separate class and (ii) the holders of at least a majority of the total number of shares of Series C Preferred outstanding, voting together as a single and separate class, the Corporation shall not adversely alter or change the rights, preferences, or privileges of the Series C-1 Preferred.

7. Limitations on Reissuance. Except for shares of Series C-1 Preferred which are repurchased from or forfeited by an employee in connection with such employee's termination of employment with the Corporation for no or nominal consideration, no share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

ARTICLE V
The name and mailing address of the Incorporator are as follows:

Christopher J. Blagg, Esq.
Piper Rudnick
1200 Nineteenth Street
Washington, D.C. 20036

ARTICLE VI

To the fullest extent permitted by the DGCL, a Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director of the Corporation, except for liability (a) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the Delaware General Corporation Law, or (d) for any transaction from which the Director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the effective date of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware.

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

ARTICLE VII

Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer or trustee of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Delaware and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprise. Such indemnification shall be made only in accordance with the laws of the State of Delaware and subject to the conditions prescribed therein.

In any instance where the laws of the State of Delaware permit indemnification to be provided to persons who are or have been an officer or director of the Corporation or who are or

have been an officer, director, partner, joint venturer or trustee of any such other enterprise only on a determination that certain specified standards of conduct have been met, upon application for indemnification by any such person the Corporation shall promptly cause such determination to be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding; (ii) by a committee of such directors designated by majority vote of such directors, even though less than a quorum; (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) (ii), or if a quorum of the Board of Directors cannot be obtained under (i) and a committee cannot be designated under (ii); or (iv) by the stockholders, but shares owned by or voted under the control of the directors who are at the time parties to the proceeding may not be voted on the determination.

As a condition to any such right of indemnification, the Corporation may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Corporation and at the expense of the Corporation.

The Corporation may purchase and maintain insurance on behalf of any such persons whether or not the Corporation would have the power to indemnify such officers and directors against any liability under the laws of the State of Delaware. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by stockholders or by an insurance carrier, the Corporation shall provide notice of such payment to the stockholders in accordance with the provisions of the laws of the State of Delaware.

ARTICLE VIII

Any action required or permitted to be taken at a stockholders' meeting may be taken without a meeting if the action is taken by all of the stockholders entitled to vote on the action, or by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by stockholders entitled to take action without a meeting and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

ARTICLE IX

The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors, except for certain protective rights of the stockholders as described herein.

ARTICLE X

Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE XII

Election of directors at an annual or special meeting of stockholders need not be by written ballot unless the Bylaws of the Corporation shall so provide.

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SECRETARY OF STATE
CORPORATIONS DIVISION
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