

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

CHANGE OF NAME

CONVEYING PARTY DATA

Name	Execution Date
PRIMERA BIOSYSTEMS, INC.	09/04/2009

RECEIVING PARTY DATA

Name:	PRIMERADX, INC.
Street Address:	171 Forbes Boulevard
Internal Address:	Suite 2000
City:	Mansfield
State/Country:	MASSACHUSETTS
Postal Code:	02048

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	12266133
Application Number:	12504827
Application Number:	11318278
Application Number:	10464941
Application Number:	10387286
Application Number:	11452455
Application Number:	10719185
Application Number:	10600201
Application Number:	11523687
Application Number:	11227942
Application Number:	11595459
Application Number:	12138556
PCT Number:	US0882602

CORRESPONDENCE DATA

501010790

PATENT
REEL: 023493 FRAME: 0464

CH \$520.00 12266133

Fax Number: (617)345-1300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-345-1058
Email: hallan@nixonpeabody.com
Correspondent Name: Mark J. FitzGerald
Address Line 1: 100 Summer Street
Address Line 2: Nixon Peabody LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	046264-000001
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NAME OF SUBMITTER:	Hillary Allan
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Total Attachments: 24

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Delaware

PAGE 1

The First State

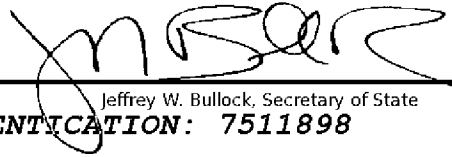
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "PRIMERA BIOSYSTEMS, INC.", CHANGING ITS NAME FROM "PRIMERA BIOSYSTEMS, INC." TO "PRIMERADX, INC.", FILED IN THIS OFFICE ON THE FOURTH DAY OF SEPTEMBER, A.D. 2009, AT 10 O'CLOCK A.M.

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7511898

DATE: 09-04-09

PATENT
REEL: 023493 FRAME: 0466

FOURTH AMENDED AND RESTATED

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:00 AM 09/04/2009
FILED 10:00 AM 09/04/2009
SRV 090834550 - 3905043 FILE

CERTIFICATE OF INCORPORATION

OF

PRIMERA BIOSYSTEMS, INC.

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

Primera Biosystems, Inc., a Delaware corporation, hereby certifies as follows:

1. The name of the corporation (hereinafter called the "**Corporation**") is Primera Biosystems, Inc.

2. The date of filing of the Corporation's Certificate of Incorporation with the Secretary of State of the State of Delaware was December 30, 2004 under the name Primera Diagnostics, Inc. A Restated Certificate of Incorporation was filed on May 26, 2005. An Amended and Restated Certificate of Incorporation was filed on August 28, 2007. A Third Amended and Restated Certificate of Incorporation was filed on January 3, 2008 (the "**Amended and Restated Certificate**").

3. The Amended and Restated Certificate is hereby amended and restated as set forth in this Fourth Amended and Restated Certificate of Incorporation below.

4. Pursuant to Section 228(a) of the General Corporation Law of the State of Delaware, the holders of outstanding shares of the Corporation having no less than the minimum number of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote thereon were present and voted, consented to the adoption of the aforesaid amendments without a meeting, without a vote and without prior notice and that written notice of the taking of such actions is being given in accordance with Section 228(e) of the General Corporation Law of the State of Delaware.

5. This Fourth Amended and Restated Certificate of Incorporation amends, restates and integrates the provisions of the Amended and Restated Certificate of said Corporation and has been duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

6. The text of the Amended and Restated Certificate is hereby amended and restated to read in full as follows:

FIRST: The name of the corporation (hereinafter called the "**Corporation**") is: PrimeraDx, Inc.

SECOND: The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, City of

Wilmington, County of New Castle; and the name of the registered agent of the Corporation in the State of Delaware is Corporation Service Company.

THIRD: The nature of the business to be conducted or promoted is to engage in any lawful act or activity or carry on any business for which corporations may be organized under the General Corporation Law of the State of Delaware or any successor statute.

FOURTH: Immediately upon the effectiveness of this Fourth Amended and Restated Certificate of Incorporation of the Corporation, the authorized capital stock of the Corporation shall be as follows:

A. Authorization of Stock. The total number of shares of all classes of stock which the Corporation shall have authority to issue is Four Hundred Million (400,000,000), consisting of:

(i) Two Hundred Twenty-Nine Million Eighty-Nine Thousand Thirty-Six (229,089,036) shares of Common Stock, \$0.001 par value per share (the “**Common Stock**”); and

(ii) One Hundred Seventy Million Nine Hundred Ten Thousand Nine Hundred Sixty-Four (170,910,964) shares of Preferred Stock, \$0.001 par value per share (the “**Preferred Stock**”).

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation:

B. Common Stock.

1. General. The voting, dividend and liquidation and other rights of the holders of the Common Stock are expressly made subject to and qualified by the rights of the holders of any series of Preferred Stock.

2. Voting Rights. Except as otherwise expressly provided herein or as required by law, the holders of record of the Common Stock are entitled to one vote per share on all matters to be voted on by the Corporation’s stockholders.

Subject only to such votes as may be required by Section D.3 below, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

3. Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor if, as and when determined by the Board of Directors of the Corporation in their sole discretion, subject to provisions of law, any provision of this Certificate of Incorporation, as amended from time to time, and subject to the relative rights and preferences of

any shares of Preferred Stock authorized, issued and outstanding hereunder.

4. Liquidation. Upon the dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary (a "**Liquidation**"), holders of record of the Common Stock will be entitled to receive *pro rata* all assets of the Corporation available for distribution to its stockholders, subject, however, to the liquidation rights of the holders of Preferred Stock authorized, issued and outstanding hereunder.

C. Preferred Stock. The Preferred Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein. Subject only to such votes as may be required by Section D.3 below, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of the capital stock of the Corporation entitled to vote thereon, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware, without a vote of the holders of the Preferred Stock or of any series thereof, voting as a separate class, unless a vote of any such holders is required pursuant to the terms of this Certificate of Incorporation.

D. Series A Convertible Preferred Stock, Series A-1 Convertible Preferred Stock, Series B-1 Convertible Preferred Stock and Series C Convertible Preferred Stock. Seven Million Six Hundred Sixty Thousand Seven Hundred Sixty-Eight (7,660,768) shares of Preferred Stock are hereby designated "Series A Convertible Preferred Stock" (the "**Series A Preferred Stock**"), Eleven Million Six Hundred Thirty-Six Thousand Five Hundred Twenty-Three (11,636,523) shares of Preferred Stock are hereby designated "Series A-1 Convertible Preferred Stock" (the "**Series A-1 Preferred Stock**"), Fifty-Two Million Eight Hundred Thirteen Thousand Six Hundred Seventy-Three (52,813,673) shares of Preferred Stock are hereby designated "Series B-1 Convertible Preferred Stock" (the "**Series B-1 Preferred Stock**"), and Ninety-Eight Million Eight Hundred Thousand (98,800,000) shares of Preferred Stock are hereby designated "Series C Convertible Preferred Stock" (the "**Series C Preferred Stock**" and, collectively with the Series A Preferred Stock, Series A-1 Preferred Stock and the Series B-1 Preferred Stock, the "**Preferred Stock**").

The Preferred Stock shall have the following rights, preferences, powers, privileges and restrictions, qualifications and limitations:

1. Dividends.

(a) The holders of shares of Series C Preferred Stock shall be entitled to receive, from and after the date of issuance of each such share thereof, prior and in preference to any dividends to be paid on the Common Stock (other than dividends payable only in shares of Common Stock), Series A Preferred Stock, Series A-1 Preferred Stock or Series B-1 Preferred Stock or any other shares of capital stock of the Corporation, out of funds legally available therefor, dividends equal to eight percent (8%) of the Series C Principal Amount of such series of Preferred Stock (as defined below) per share per annum, payable when, if and as declared by the Board of Directors of the Corporation. Such dividends shall accrue daily but shall not be cumulative and, therefore, if not declared in any calendar year, the right to such dividend shall terminate and shall not carry forward to the next calendar year; provided, that such dividends

shall be cumulative if, and to the extent that, dividends payable on the Common Stock, Series A Preferred Stock, Series A-1 Preferred Stock or Series B-1 Preferred Stock are cumulative dividends. The "**Series C Principal Amount**" per share shall equal \$0.20 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the Series C Preferred Stock).

(b) The holders of shares of Series B-1 Preferred Stock shall be entitled to receive, from and after the date of issuance of each such share thereof, prior and in preference to any dividends to be paid on the Common Stock (other than dividends payable only in shares of Common Stock), Series A Preferred Stock or Series A-1 Preferred Stock or any other shares of capital stock of the Corporation and after payment in full of all dividends payable pursuant to Sections 1(a) above, out of funds legally available therefor, dividends equal to eight percent (8%) of the Series B-1 Principal Amount (as defined below) per share per annum, payable when, if and as declared by the Board of Directors of the Corporation. Such dividends shall accrue daily but shall not be cumulative and, therefore, if not declared in any calendar year, the right to such dividend shall terminate and shall not carry forward to the next calendar year. The "**Series B-1 Principal Amount**" per share shall equal \$0.40 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the Series B-1 Preferred Stock).

(c) The holders of shares of Series A Preferred Stock and/or Series A-1 Preferred Stock shall be entitled to receive, prior and in preference to any dividends to be paid on the Common Stock (other than dividends payable only in shares of Common Stock) and after payment in full of all dividends payable pursuant to Sections 1(a) and 1(b) above, out of funds legally available therefor, dividends equal to five percent (5%) of the Series A Principal Amount or Series A-1 Principal Amount (each as defined below) as applicable, per share per annum, payable when, if and as declared by the Board of Directors of the Corporation. Such dividends shall accrue daily but shall not be cumulative and, therefore, if not declared in any calendar year, the right to such dividend shall terminate and shall not carry forward to the next calendar year. The "**Series A Principal Amount**" per share shall equal \$1.00 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the Series A Preferred Stock) and the "**Series A-1 Principal Amount**" per share shall equal \$1.00 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the Series A-1 Preferred Stock).

(d) Following the payment of the preferential dividends described above, the Corporation may, when, if and as declared by the Board of Directors, declare and distribute dividends or similar distributions among all holders of Preferred Stock and Common Stock pro rata based on the number of shares of Common Stock held by each, determined on an as-converted basis (assuming full conversion of all Preferred Stock) as of the record date with respect to the declaration of such dividends. Such dividends shall accrue daily but shall not be cumulative and, therefore, if not declared in any calendar year, the right to such dividend shall terminate and shall not carry forward to the next calendar year.

2. Liquidation Preference.

(a) (i) In the event of any Liquidation or Deemed Liquidation, the holders of shares of Series C Preferred Stock then outstanding shall be entitled to be paid, out of the

assets of the Corporation available for distribution to its stockholders, before any payment shall be made to the holders of Series A Preferred Stock, Series A-1 Preferred Stock, Series B-1 Preferred Stock or Common Stock or any other class or series of stock ranking on liquidation junior to the Series C Preferred Stock by reason of their ownership thereof, an amount equal to the Series C Principal Amount plus an amount equal to any declared but unpaid dividends thereon (the "**Series C Preference Amount**").

If upon any such Liquidation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C Preferred Stock the full amount to which they shall be entitled under this Section 2(a)(i), the holders of shares of Series C Preferred Stock shall share ratably in any distribution of the assets and funds of the Corporation in proportion to the respective amounts which would otherwise be payable in respect of the shares of Series C Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(ii) In the event of any Liquidation or Deemed Liquidation, after payment in full of the Series C Preference Amount required to be paid pursuant to Section 2(a)(i) above, the holders of shares of Series A Preferred Stock, Series A-1 Preferred Stock and Series B-1 Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Corporation available for distribution to its stockholders, before any payment shall be made to the holders of Common Stock or any other class or series of stock ranking on liquidation junior to the Series A Preferred Stock, Series A-1 Preferred Stock and Series B-1 Preferred Stock by reason of their ownership thereof, an amount equal to \$0.3109 per share in the case of the Series A Preferred Stock and Series A-1 Preferred Stock (such amount the "**Series A Preference Amount**" and the "**Series A-1 Preference Amount**", as applicable), and \$0.2651 per share in the case of the Series B-1 Preferred Stock (the "**Series B-1 Preference Amount**").

If upon any such Liquidation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock, Series A-1 Preferred Stock and Series B-1 Preferred Stock the full amount to which they shall be entitled under this Section 2(a)(ii), the holders of shares of Series A Preferred Stock, Series A-1 Preferred Stock and Series B-1 Preferred Stock shall share ratably in any distribution of the assets and funds of the Corporation in proportion to the respective amounts which would otherwise be payable in respect of the shares of Series A Preferred Stock, Series A-1 Preferred Stock and Series B-1 Preferred Stock held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) After the payment of all preferential amounts required to be paid to the holders of Preferred Stock, upon the Liquidation or Deemed Liquidation, the remaining assets and funds of the Corporation available for distribution to its stockholders shall be distributed among the holders of shares of Preferred Stock and Common Stock, *pro rata* based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of the Certificate of Incorporation immediately prior to such Liquidation or Deemed Liquidation.

(c) Unless the holders of at least sixty percent (60%) of the outstanding shares of Preferred Stock, determined on an as-converted basis, elect otherwise by written notice sent to

the Corporation at least fifteen (15) days prior to the effective date of any such event, any (i) merger or consolidation in which (A) the Corporation is a constituent party or (B) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation (except any such merger or consolidation involving the Corporation or a subsidiary in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold immediately following such merger or consolidation at least 51% by voting power of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation), or (ii) sale, lease, license, transfer or other disposition of all or substantially all of the capital stock or assets of the Corporation (including, without limitation, the sale or exclusive license of substantially all of the Company's intellectual property), shall be deemed to be a Liquidation for purposes of this Section 2 (a "**Deemed Liquidation**"). The amount deemed distributed to the holders of Preferred Stock upon any such Deemed Liquidation shall be the cash or the value of the property, rights or securities distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or other securities shall be determined in good faith by the Board of Directors of the Corporation.

3. Voting.

(a) On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written action of stockholders in lieu of meeting), each holder of outstanding shares of Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which the shares of Preferred Stock held by such holder is then convertible in accordance with Section 4(a) hereof, determined as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or elsewhere herein, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

(b) Election of Board of Directors. The holders of the Series C Preferred Stock, voting or consenting, as the case may be, as a single class on an as-converted basis, shall be entitled to elect three (3) directors of the Corporation (the "**Series C Directors**"). The holders of the Series A Preferred Stock and Series A-1 Preferred Stock, voting or consenting, as the case may be, as a single class on an as-converted basis, shall be entitled to elect one (1) director of the Corporation (the "**Series A Director**"). The election of the Series C Directors and the Series A Director shall occur (A) at the annual meeting of holders of capital stock of the Corporation, (B) at any special meeting of the holders of capital stock of the Corporation if such meeting is called for the purpose of electing directors, (C) at any special meeting of the holders of Series C Preferred Stock, or Series A Preferred Stock and Series A-1 Preferred Stock, as applicable, called by the holders of not less than a majority of the outstanding shares of such series of Preferred Stock, voting together as a single class on an as-converted basis, or (D) by written consent of the holders of a majority of the outstanding shares of Series C Preferred Stock, voting together as a single class on an as-converted basis, or Series A Preferred Stock and Series A-1 Preferred Stock, as applicable, in the manner and on the basis specified above unless otherwise required by law. The holders of record of the shares of Preferred Stock, Common Stock and of any other class or series of voting stock, exclusively and voting together as a single class on an as-converted basis, shall be entitled to elect the balance of the total number of directors of the

Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. A vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Section 3(b).

(c) Majority Series C Preferred Stock Protective Provisions. At any time when any shares of Series C Preferred Stock are outstanding, except where the vote or written consent of the holders of a greater number of shares Series C Preferred Stock of the Corporation is required by law or elsewhere herein, without the written consent of the holders of at least a majority of the then outstanding shares of Series C Preferred Stock, given in writing or by a vote at a meeting, consenting or voting (as the case may be) together as a single class on an as-converted basis, the Corporation will not (either directly or indirectly, by amendment of this Certificate of Incorporation, merger, consolidation, recapitalization, reclassification or otherwise):

- (i) increase the authorized number of shares of Common Stock;
- (ii) amend, alter or repeal any provision of the Corporation's certificate of incorporation, by-laws or any governing document of any subsidiary of the Corporation;
- (iii) reclassify any shares of capital stock of the Corporation;
- (iv) effect a Liquidation or Deemed Liquidation;
- (v) create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, if the aggregate indebtedness of the Corporation and its subsidiaries for borrowed money following such action would exceed \$5,000,000;
- (vi) form any subsidiary or permit any subsidiary to issue or authorize the issuance of any shares of capital stock;
- (vii) increase or decrease the size of the Board of Directors; or
- (viii) adopt or authorize the adoption of any new equity incentive plan or the amendment of any existing equity incentive plan to increase the number of shares of Common Stock of the Corporation reserved for issuance thereunder.

(d) 60% Series C Preferred Stock Protective Provisions. At any time when any shares of Series C Preferred Stock are outstanding, except where the vote or written consent of the holders of a greater number of shares Series C Preferred Stock of the Corporation is required by law or elsewhere herein, without the written consent of the holders of at least sixty percent (60%) of the then outstanding shares of Series C Preferred Stock (the "**60% Series C Investors**"), given in writing or by a vote at a meeting, consenting or voting (as the case may be)

together as a single class on an as-converted basis, the Corporation will not (either directly or indirectly, by amendment of this Certificate of Incorporation, merger, consolidation, recapitalization, reclassification or otherwise):

(i) increase the authorized number of shares of Series C Preferred Stock, Series B-1 Preferred Stock, Series A Preferred Stock or Series A-1 Preferred Stock; or

(ii) create or authorize the creation of any new class or series of equity securities having preference over or parity with the Series C Preferred Stock.

Notwithstanding anything to the contrary herein, this Section 3(d) shall not be amended, modified or waived without the affirmative consent or vote of the 60% Series C Investors.

(e) 75% Series C Preferred Stock Protective Provisions. At any time when any shares of Series C Preferred Stock are outstanding, except where the vote or written consent of the holders of a greater number of shares of Series C Preferred Stock of the Corporation is required by law, without the written consent of the holders of at least seventy-five percent (75%) in interest of the then outstanding shares of Series C Preferred Stock (the “**75% Series C Investors**”), given in writing or by a vote at a meeting, consenting or voting (as the case may be) together as a single class on an as-converted basis, the Corporation will not (directly or indirectly, by amendment of this Certificate of Incorporation, merger (so long as such transaction does not constitute a Deemed Liquidation in which the proceeds thereof are distributed in accordance with Section 2 hereof), consolidation, recapitalization, reclassification or otherwise):

(i) increase the Series A Preference Amount, the Series A-1 Preference Amount or Series B-1 Preference Amount;

(ii) repurchase any shares of the Corporation’s capital stock, other than repurchases of shares of Common Stock repurchased from officers, employees, directors or consultants of the Corporation that are subject to restrictive stock purchase agreements under which the Corporation has the option to repurchase such shares upon the occurrence of certain events, including the termination of employment or business relationship, at a price per share not in excess of the lower of (A) the fair market value of each share and (B) the original purchase price paid to the Company by such officer, employee, director or consultant for such share (except as otherwise provided in the 2004 Employee, Director and Consultant Stock Plan of the Corporation, as amended from time to time (the “**Stock Plan**”));

(iii) declare or pay any dividend payable on any class of capital stock of the Corporation;

(iv) amend, alter or repeal any provision of the Corporation’s certificate of incorporation, by-laws or any governing document of any subsidiary of the Corporation in a manner that materially and disproportionately affects the Series C Preferred Stock and does not so affect the entire class of Preferred Stock; or

(v) alter or change the rights, preferences or privileges of the Series C Preferred Stock in a manner that materially and disproportionately affects the Series C Preferred

Stock and does not so affect the entire class of Preferred Stock.

For the avoidance of doubt, the affirmative consent or vote of the 60% Series C Investors shall be the only approval threshold required, and in no event shall the vote or consent of the 75% Series C Investors be required, in order for the Corporation to create or authorize the creation of any new class or series of equity securities having preference over or parity with the Series C Preferred Stock, whether by means of amendment to this Certificate of Incorporation, merger, consolidation or otherwise, unless such creation or issuance is not in connection with a Qualified Financing. A “**Qualified Financing**” shall mean any issuance of equity securities having preference over or parity with the Series C Preferred Stock in a single transaction or in a series of related transactions (i) where one or more investors who are not an Affiliate (as defined below) of the Corporation or any of its stockholders purchase the lesser of 15% or \$3,000,000 of such securities and the issuance of such securities is approved by the Board of Directors of the Corporation or (ii) where the per share purchase price at which such equity securities are purchased is equal to or greater than the Series C Principal Amount. An “**Affiliate**” shall mean, with respect to the Corporation or its stockholders, any other person who or which, directly or indirectly, controls, is controlled by, or is under common control with the Corporation or its stockholders, including without limitation any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such stockholders.

Notwithstanding anything to the contrary herein, this Section 3(e) shall not be amended, modified or waived without the affirmative consent or vote of the 75% Series C Investors.

(f) Series B-1 Preferred Stock Protective Provisions. At any time when any shares of Series B-1 Preferred Stock are outstanding, except where the vote or written consent of the holders of a greater number of shares of Preferred Stock of the Corporation is required by law, without the written consent of the holders of at least a majority in interest of the then outstanding shares of Series B-1 Preferred Stock, given in writing or by a vote at a meeting, consenting or voting (as the case may be) together as a single class on an as-converted basis, the Corporation will not (directly or indirectly, by amendment of this Certificate of Incorporation, merger (so long as such transaction does not constitute a Deemed Liquidation in which the proceeds thereof are distributed in accordance with Section 2 hereof), consolidation, recapitalization or reclassification or otherwise) alter or change the rights, preferences or privileges of the Series B-1 Preferred Stock.

4. Conversion and Conversion Price Adjustment. The holders of Preferred Stock shall have conversion rights as follows:

(a) Right to Convert.

(i) Optional Conversion.

(A) Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Principal Amount of such series of

Preferred Stock by the Applicable Conversion Price (as defined below). The “**Series A Conversion Price**” shall initially be \$1.00. The “**Series A-1 Conversion Price**” shall initially be \$1.00. The “**Series B-1 Conversion Price**” shall initially be \$0.3118. The “**Series C Conversion Price**” shall initially be \$0.20.

(B) In order for a holder of Preferred Stock to convert shares of Preferred Stock into shares of Common Stock pursuant to this Section 4(a)(i), such holder shall surrender the certificate or certificates for such shares of Preferred Stock, at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates. Such notice shall state such holder’s name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by the registered holder or his or its attorney duly authorized in writing. The date of receipt of such certificates and notice by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) shall be the conversion date (“**Conversion Date**”), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Date, issue and deliver to such holder of Preferred Stock, or to his or its nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled and cash as provided in Section 4(b) in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion.

(ii) Mandatory Conversion.

(A) Upon the closing of an underwritten public offering on a firm commitment basis pursuant to an effective registration statement under the Securities Act of 1933, as amended (the “**Securities Act**”), covering the offer and sale of Common Stock for the account of the Corporation at a price per share equal to at least \$0.60 (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the shares of Common Stock) (the “**Qualified IPO Price**”) in which the aggregate gross proceeds to the Corporation exceed \$25,000,000 and the Common Stock is listed for trading on one or more of the New York Stock Exchange or NASDAQ Global Market (a “**Qualified IPO**”), each outstanding share of Preferred Stock shall automatically be converted, without the payment of additional consideration by the holder thereof, into shares of Common Stock at the then effective conversion rate for each such share of Preferred Stock. Upon the date or event specified in a written election of a majority of the outstanding shares of Series A Preferred Stock, Series A-1 Preferred Stock and Series B-1 Preferred Stock, voting together as a single class on an as-converted basis, each outstanding share of Series A Preferred Stock, Series A-1 Preferred Stock and Series B-1 Preferred Stock shall automatically be converted, without the payment of additional consideration by the holder thereof, into shares of Common Stock at the then effective conversion rate for each such share of Preferred Stock (the “**Series A/B Elected Mandatory Conversion**”). Upon the date or event specified in a written election of the 75% Series C Investors, or if such election is made in connection with the Corporation’s first underwritten public offering (an “**IPO**”) other than a Qualified IPO, the 60% Series C Investors,

in each case voting together as a single class on an as-converted basis, each outstanding share of Series C Preferred Stock shall automatically be converted, without the payment of additional consideration by the holder thereof, into shares of Common Stock at the then effective conversion rate for each such share of Series C Preferred Stock (the “**Series C Elected Mandatory Conversion**”). The date of such closing of a Qualified IPO or the date and time specified or the time of the event specified in any Series A/B Elected Mandatory Conversion or Series C Conversion pursuant to this Subsection 4(a)(ii)(A) is referred to herein as the “**Mandatory Conversion Date**”). If the Series C Elected Mandatory Conversion is made in connection with an IPO that is not a Qualified IPO, the Series C Conversion Price shall be subject to adjustment as set forth in Section 4(j).

(B) All holders of record of shares of Preferred Stock in the case of a Qualified IPO, all holders of record of shares of Series A Preferred Stock, Series A-1 Preferred Stock and Series B-1 Preferred Stock, in the case of a Series A/B Elected Mandatory Conversion, and all holders of record of shares of Series C Preferred Stock, in the case of a Series C Elected Mandatory Conversion (such series, individually or collectively, as applicable, the “**Applicable Converting Preferred Stock**”) shall be given written notice by the Corporation at least three (3) days prior to the Mandatory Conversion Date, which notice shall inform them of the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 4(a)(ii). Such notice shall be sent by first class or registered mail, postage prepaid, to each record holder of the Applicable Converting Preferred Stock to be converted at such holder’s address last shown on the records of the transfer agent for the Preferred Stock (or the records of the Corporation, if it serves as its own transfer agent). Each holder of shares of the Applicable Converting Preferred Stock shall surrender his or its certificate or certificates for all such shares to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of shares of Common Stock to which such holder is entitled pursuant to this Section 4(a)(ii). On the applicable Mandatory Conversion Date, all outstanding shares of Applicable Converting Preferred Stock shall be deemed to have been converted into shares of Common Stock, which shall be deemed to be outstanding of record, and all rights with respect to the Applicable Converting Preferred Stock so converted, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock) will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor, to receive certificates for the number of shares of Common Stock into which such Converting Preferred Stock has been converted and a cash payment equal to the amount of any declared but unpaid dividends on such shares of the Applicable Converting Preferred Stock as provided in Section 4(b) in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his or its attorney duly authorized in writing. As soon as practicable after the applicable Mandatory Conversion Date and the surrender of the certificate or certificates for the Applicable Converting Preferred Stock, the Corporation shall cause to be issued and delivered to such holder, or on his or its written order, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and cash as provided in Section 4(b) in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion.

(b) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder

would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of one share of Common Stock as determined in good faith by the Board of Directors of the Corporation.

(c) Reservation of Common Stock. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock. Before taking any action which would cause an adjustment reducing the Series A Conversion Price, in the case of the Series A Preferred Stock, the Series A-1 Conversion Price, in the case of the Series A-1 Preferred Stock, the Series B-1 Conversion Price, in the case of the Series B-1 Preferred Stock or Series C Conversion Price (as defined below), in the case of the Series C Preferred Stock (individually, or collectively, as applicable, the “**Applicable Conversion Price**”) below the then par value of the shares of Common Stock issuable upon conversion of the Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Applicable Conversion Price.

(d) Treatment of Preferred Stock. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate on the Conversion Date or the Mandatory Conversion Date as applicable, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and shall not be reissued, and the Corporation (without the need for stockholder action) may from time to time take such appropriate action as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

(e) Taxes. The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(f) Adjustment for Stock Splits and Combinations.

(i) If the Corporation shall at any time or from time to time after the Series C Original Issue Date effect a subdivision of the outstanding Common Stock, the Applicable Conversion Price then in effect immediately before that subdivision shall be proportionately decreased. If the Corporation shall at any time or from time to time after the Series C Original Issue Date combine the outstanding shares of Common Stock, the Applicable Conversion Price then in effect immediately before the combination shall be proportionately increased.

(ii) If the Corporation shall at any time after the Series C Original Issue Date effect a subdivision of the outstanding shares of a series of Preferred Stock into a greater number of shares of such series of Preferred Stock, the Applicable Conversion Price then in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such event, be proportionately increased, and, conversely, in case the outstanding shares of a series of Preferred Stock shall be combined into a smaller number of shares of such series of Preferred Stock, the Applicable Conversion Price then in effect immediately prior to such combination shall, concurrently with the effectiveness of such event, be proportionately reduced.

Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or combination becomes effective.

(g) Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time, or from time to time after the Series C Original Issue Date 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, then and in each such event the Applicable Conversion Price then in effect immediately before such event 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 then in effect by a fraction:

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

(ii) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

provided, however, 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 Applicable Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Applicable Conversion Price shall be adjusted pursuant to this paragraph as of the time of actual payment of such dividends or distributions; and provided, further, however, that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive (i) a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event or (ii) a dividend or other distribution of shares of Preferred Stock which are convertible, as of the date of such event, into such number of shares of Common Stock as is equal to the number of additional shares of Common Stock being issued with respect to each share of Common Stock in such dividend or distribution.

(h) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series C Original Issue Date 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 securities of the Corporation (other than shares of

Common Stock) or in cash or other property (other than cash out of earnings or earned surplus, determined in accordance with generally accepted accounting principles), then and in each such event provision shall be made so that the holders of Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Common Stock receivable thereupon, the kind and amount of securities of the Corporation, cash or other property which they would have been entitled to receive had the Preferred Stock been converted into Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the conversion date, retained such securities receivable by them as aforesaid during such period, giving application to all adjustments called for during such period under this paragraph with respect to the rights of the holders of Preferred Stock; provided, however, that no such adjustment shall be made if the holders of Preferred Stock simultaneously receive a dividend or other distribution of such securities, cash or other property in an amount equal to the amount of such securities as they would have received if all outstanding shares of Preferred Stock had been converted into Common Stock on the date of such event.

(i) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section 2(c), if there shall occur any reorganization, recapitalization, consolidation or merger involving the Corporation in which the Common Stock (but not Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Sections 4(f), (g) or (h)), then, following any such reorganization, recapitalization, consolidation or merger, each share of Preferred Stock shall be convertible into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Preferred Stock immediately prior to such reorganization, recapitalization, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 set forth with respect to the rights and interest thereafter of the holders of Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Applicable Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the conversion of the Preferred Stock.

(j) Adjustment for an Initial Public Offering. If a Series C Elected Mandatory Conversion occurs in connection with an IPO that is not a Qualified IPO and the price per share offered to the public pursuant to the effective registration statement under the Securities Act for the IPO (the "**IPO Price**") is less than the Qualified IPO Price, then the Series C Conversion Price then in effect shall be adjusted such that, upon consummation of a Qualified IPO, the Series C Preferred Stock shall convert into an additional number of shares of Common Stock that is equal to the quotient obtained by dividing (i) the Qualified IPO Price minus the IPO Price by (ii) the Qualified IPO Price; and upon such adjustment such offering shall be deemed to be a Qualified IPO.

(k) Adjustments to Series B-1 Conversion Price and Series C Conversion Price for Diluting Issues.

(i) Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(A) **“Option”** shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(B) **“Series C Original Issue Date”** shall mean the date on which the first share of Series C Preferred Stock was issued.

(C) **“Convertible Securities”** shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(D) **“Additional Shares of Common Stock”** shall mean all shares of Common Stock issued (or, pursuant to Section 4(k)(iii) below, deemed to be issued) by the Corporation after the Series C Original Issue Date, other than the following shares of Common Stock, and shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (collectively **“Exempted Securities”**):

(1) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on Preferred Stock;

(2) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Section 4(f), 4(g), 4(h), 4(i) or 4(j) above;

(3) shares of Common Stock or Options issued to employees or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to the Stock Plan;

(4) securities offered pursuant to an IPO;

(5) securities issued or issuable to banks, equipment lessors, other financial institutions, landlords, pursuant to a debt financing, equipment lease, bank credit arrangement or other leasing transaction entered into for primarily non-equity financing purposes and approved by the Board of Directors of the Company;

(6) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security; or

(7) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the 60% Series C Investors.

(ii) No Adjustment of Series B-1 Conversion Price or Series C Conversion Price. No adjustment in the Series B-1 Conversion Price or Series C Conversion Price, respectively, shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of a

majority of the then outstanding shares of Series B-1 Preferred Stock or the 60% Series C Investors, respectively, agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(iii) Deemed Issue of Additional Shares of Common Stock.

(A) If the Corporation at any time or from time to time after the Series C Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities which are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(B) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series B-1 Conversion Price and/or the Series C Conversion Price, as the case may be, pursuant to the terms of Section 4(k)(iv) below, are revised as a result of an amendment to such terms or if any other adjustment is made pursuant to the provisions of such Option or Convertible Security to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Series B-1 Conversion Price or the Series C Conversion Price, as the case may be, computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series B-1 Conversion Price or Series C Conversion Price, as applicable, as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Series B-1 Conversion Price or the Series C Conversion Price, as the case may be, to an amount which exceeds the lower of (i) the Series B-1 Conversion Price or Series C Conversion Price, as applicable, in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Series B-1 Conversion Price or Series C Conversion Price, as applicable, that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(C) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities which are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Series B-1 Conversion Price or Series C Conversion Price, as the case may be, pursuant to the terms of Section 4(k)(iv) below (either because the consideration per share (determined pursuant to Section 4(k)(v) hereof) of the

Additional Shares of Common Stock subject thereto was equal to or greater than the Series B-1 Conversion Price or the Series C Conversion Price, as applicable, then in effect, or because such Option or Convertible Security was issued before the Series C Original Issue Date), are revised after the Series C Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Section 4(k)(iii)(A) above) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(D) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series B-1 Conversion Price or Series C Conversion Price, as applicable, pursuant to the terms of Section 4(k)(iv) below, the Series B-1 Conversion Price or Series C Conversion Price, as applicable, shall be readjusted to such Series B-1 Conversion Price or Series C Conversion Price, as applicable, as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(E) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Series B-1 Conversion Price or Series C Conversion Price, as the case may be, provided for in this Section 4(k)(iii) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Section 4(k)(iii)). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Series B-1 Conversion Price or Series C Conversion Price, as applicable, that would result under the terms of this Section 4(j)(iii) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Series B-1 Conversion Price or Series C Conversion Price, as applicable, that such issuance or amendment took place at the time such calculation can first be made.

(iv) Adjustment of Series B-1 Conversion Price and Series C Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series C Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4(j)(iii)), without consideration or for a consideration per share less than the Series C Conversion Price then in effect immediately prior to such issue, then the Series B-1 Conversion

Price or Series C Conversion Price, as applicable, shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = (CP_1 * (A + B)) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(1) "CP₂" shall mean the Series B-1 Conversion Price or Series C Conversion Price, as applicable, in effect immediately after such issue of Additional Shares of Common Stock

(2) "CP₁" shall mean the Series B-1 Conversion Price or Series C Conversion Price, as applicable, in effect immediately prior to such issue of Additional Shares of Common Stock;

(3) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Series B-1 Preferred Stock and/or Series C Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(4) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP₁ (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP₁); and

(5) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(v) Determination of Consideration. For purposes of this Section 4(k), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property: Such consideration shall:

(1) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(2) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

(3) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Board of Directors of the Corporation.

(B) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4(k)(iii), relating to Options and Convertible Securities, shall be determined by dividing

(1) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(2) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

(vi) Maximum Adjustment. Notwithstanding anything to the contrary contained herein, under no circumstances shall the Series B-1 Conversion Price or the Series C Conversion Price, as the case may be, be decreased (solely pursuant to the terms of this Section 4(k)) if, as a result of all adjustments pursuant to this Section 4(k), each share of Series B-1 Preferred Stock or Series C Preferred Stock, as the case may be, would convert into more than three (3) shares of Common Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or similar recapitalization affecting such shares of Series B-1 Preferred Stock or Series C Preferred Stock).

(vii) Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Series B-1 Conversion Price or Series C Conversion Price, as the case may be, pursuant to the terms of Section 4(k)(iv) above, then, upon the final such issuance, the Series B-1 Conversion Price or Series C Conversion Price, as applicable, shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

(l) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Applicable Conversion Price in an amount greater than \$0.01 pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock 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 any holder of Preferred Stock, furnish or cause to be furnished to such holder a certificate setting forth (i) the Applicable Conversion Price then in effect, and (ii)

the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of the Preferred Stock.

(m) Notice of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend which is the same as cash dividends paid in previous quarters) or other distribution, the Corporation shall mail to each holder of Preferred Stock at least ten (10) days prior to such record date a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution.

FIFTH: [Intentionally omitted.]

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition and not in limitation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, conferred by the State of Delaware, it is further provided that:

A. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors of the Corporation shall be fixed by, or in the manner provided in, the By-Laws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the Corporation would have if there were no vacancies. No election of directors need be by written ballot.

B. After the original or other By-Laws of the Corporation have been adopted, amended or repealed, as the case may be, in accordance with the provisions of Section 109 of the General Corporation Law of the State of Delaware, and, after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the Corporation may be exercised by the Board of Directors of the Corporation, subject to any additional vote required by this Certificate of Incorporation.

C. The books of the Corporation may be kept at such place within or without the State of Delaware as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

EIGHTH: The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented from time to time, indemnify and advance expenses to, (i) its directors and officers, and (ii) any person who at the request of the Corporation is or was serving as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section as amended or supplemented (or any successor), provided, however, that except with respect to proceedings to enforce rights to indemnification, the By-Laws of the Corporation may provide that the Corporation shall indemnify any director, officer or such person in connection with a proceeding (or part thereof) initiated by such director, officer or such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The Corporation, by action of

its Board of Directors, may provide indemnification or advance expenses to employees and agents of the Corporation or other persons only on such terms and conditions and to the extent determined by the Board of Directors of the Corporation in its sole and absolute discretion. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

NINTH: No director of this Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except to the extent that exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as in effect at the time such liability or limitation thereof is determined. No amendment, modification or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment, modification or repeal. If the General Corporation Law of the State of Delaware is amended after approval by the stockholders of this Article 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, as so amended.

TENTH: The Corporation renounces any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An "**Excluded Opportunity**" is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of, (i) any director of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any holder of Preferred Stock or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "**Covered Persons**"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a director of the Corporation.

ELEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to

which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

TWELFTH: From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this Article.”

7. Pursuant to Section 228(a) of the General Corporation Law of the State of Delaware, the holders of outstanding shares of the Corporation having no less than the minimum number of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote thereon were present and voted, consented to the adoption of this Certificate of Incorporation without a meeting, without a vote and without prior notice and that written notice of the taking of such actions is being given in accordance with Section 228(e) of the General Corporation Law of the State of Delaware.

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IN WITNESS WHEREOF, Primera Biosystems, Inc. has caused this Fourth Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer this 4th day of September, 2009.

PRIMERA BIOSYSTEMS, INC.

/s/ Martin L. Verhoef

Name: Martin L. Verhoef

Title: President and CEO