

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4364948

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME		
<b>EFFECTIVE DATE:</b>	06/27/2012		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>		<b>Execution Date</b>	
VASCULAR THERAPIES, LLC		06/27/2012	
<b>NEWLY MERGED ENTITY DATA</b>			
<b>Name</b>		<b>Execution Date</b>	
VASCULAR THERAPIES, INC.		06/27/2012	
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>			
<b>Name:</b>	VASCULAR THERAPIES, INC.		
<b>Street Address:</b>	105 UNION AVENUE		
<b>City:</b>	CRESSKILL		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07626		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	6726923		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)273-7786		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(414) 273-4200		
<b>Email:</b>	kdretzka@bcblaw.net		
<b>Correspondent Name:</b>	MICHAEL BAMBERGER ESQ		
<b>Address Line 1:</b>	330 EAST KILBOURN AVE., SUITE 1085		
<b>Address Line 2:</b>	C/O BECK, CHAET, BAMBERGER & POLSKY, S.C.		
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	00378-10200		
<b>NAME OF SUBMITTER:</b>	MICHAEL BAMBERGER		
<b>SIGNATURE:</b>	/Michael Bamberger/		
<b>DATE SIGNED:</b>	04/12/2017		
This document serves as an Oath/Declaration (37 CFR 1.63).			

PATENT

[illegible]

# 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 CERTIFICATE OF MERGER, WHICH MERGES:

"VASCULAR THERAPIES, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "VASCULAR THERAPIES, INC." UNDER THE NAME OF "VASCULAR THERAPIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2012, AT 5:37 O'CLOCK P.M.

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

5155134 8100M

120785281



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9675468

DATE: 06-27-12

PATENT  
REEL: 042234 FRAME: 0908

CERTIFICATE OF MERGER

OF

VASCULAR THERAPIES, LLC

INTO

VASCULAR THERAPIES, INC.

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Vascular Therapies, Inc., a Delaware corporation, and the name of the limited liability company being merged into this surviving corporation is Vascular Therapies, LLC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is Vascular Therapies, Inc.

FOURTH: The merger is to become effective upon filing of the Certificate of Merger with the Office of the Secretary of State of the State of Delaware.

FIFTH: The Agreement of Merger is on file at 105 Union Avenue, Cresskill, New Jersey 07626, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation as amended and restated as follows:

**RESTATED CERTIFICATE OF INCORPORATION**

**OF**

**VASCULAR THERAPIES, INC.**

**FIRST:** The name of this corporation is Vascular Therapies, Inc. (the "Corporation").

**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, Delaware 19808 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 or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

**FOURTH:** The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 21,314,000 shares of Common Stock, \$0.001 par value per share ("**Common Stock**"), and (ii) 15,052,825 shares of Preferred Stock, \$0.001 par value per share ("**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.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. 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. 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. PREFERRED STOCK. As of the effective date of this Certificate of Incorporation, 1,297,902 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series A-1 Preferred Stock**", 1,352,098 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series A-2 Preferred Stock**", 350,000 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series A-3 Preferred Stock**", 316,667 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series A-4 Preferred Stock**", 169,000 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series B-1 Preferred Stock**", 1,465,000 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series B-2 Preferred Stock**", 210,000 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series B-3 Preferred Stock**", 20,000 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series B-4 Preferred Stock**", 1,040,325 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series C-1 Preferred Stock**", 3,517,833 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series C-2 Preferred Stock**", 5,314,000 shares of the authorized Preferred Stock of the Corporation are hereby designated "**Series D Preferred Stock**", each with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "Sections" or "Subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth. For purposes herein (i) the Series C-1 Preferred Stock and the Series C-2 Preferred Stock shall be collectively be referred to herein as the "**Series C Preferred Stock**", (ii) the Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock and Series B-4 Preferred Stock shall be collectively referred to herein as the "**Series B Preferred Stock**", (iii) the Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock and Series A-4 Preferred Stock shall be collectively referred to herein as the "**Series A Preferred Stock**" and (iv) the Series C

Preferred Stock, the Series B Preferred Stock and the Series A Preferred Stock shall be collectively referred to herein as the "**Existing Preferred Stock**".

1. Dividends.

1.1 The holders of shares of Series D Preferred Stock, in preference to the holders of any other stock of the Corporation ranking junior to the Series D Preferred Stock, including, without limitation, the Series C Preferred Stock, the Series B Preferred Stock, the Series A Preferred Stock and the Common Stock, shall be entitled to receive dividends, out of funds legally available therefor, at the annual rate of eight percent (8%) of the Series D Original Issue Price (as defined below) for each share of Series D Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors. The holders of shares of Existing Preferred Stock, on a pari passu basis in preference to the holders of any other stock of the Corporation ranking junior to the Existing Preferred Stock including, but not limited to, the Common Stock, shall be entitled to receive dividends, out of funds legally available therefor, at the annual rate of eight percent (8%) of the (i) Series C-1 Original Issue Price (as defined below) for each share of Series C-1 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, (ii) the Series C-2 Original Issue Price (as defined below) for each share of Series C-2 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, (iii) the Series B-1 Original Issue Price (as defined below) for each share of Series B-1 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, (iv) the Series B-2 Original Issue Price (as defined below) for each share of Series B-2 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, (v) the Series B-3 Original Issue Price (as defined below) for each share of Series B-3 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, (vi) the Series B-4 Original Issue Price (as defined below) for each share of Series B-4 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, (vii) the Series A-1 Original Issue Price (as defined below) for each share of Series A-1 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, (viii) the Series A-2 Original Issue Price (as defined below) for each share of Series A-2 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, (ix) the Series A-3 Original Issue Price (as defined below) for each share of Series A-3 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, and (x) the Series A-4 Original Issue Price (as defined below) for each share of Series A-4 Preferred Stock, which dividends shall only be payable when, as and if declared by the Board of Directors, as applicable. The foregoing dividends shall not be cumulative. For purposes of this Amended and Restated Certificate of Incorporation, the term "**Series D Original Issue Price**" shall mean \$3.00 per share of Series D Preferred Stock, the term "**Series C-1 Original Issue Price**" shall mean \$7.25 per share of Series C-1 Preferred Stock, the term "**Series C-2 Original Issue Price**" shall mean \$3.00 per share of Series C-2 Preferred Stock, the term "**Series B-1 Original Issue Price**" shall mean \$0.01 per share of Series B-1 Preferred Stock, the term "**Series B-2 Original Issue Price**" shall mean \$0.05 per share of Series B-2 Preferred Stock, the term "**Series B-3 Original Issue Price**" shall mean \$1.00 per share of Series B-3 Preferred Stock, the term "**Series B-4 Original Issue Price**" shall mean \$3.00 per share of Series B-4 Preferred Stock, the term "**Series A-1 Original Issue Price**" shall mean \$0.01 per share of Series A-1 Preferred Stock, the term "**Series A-2 Original Issue Price**" shall mean \$0.05 per share of Series A-2 Preferred Stock, the term "**Series A-3 Original Issue Price**" shall mean \$1.43 per share of Series A-3 Preferred Stock and

the term "Series A-4 Original Issue Price" shall mean \$3.00 per share of Series A-4 Preferred Stock, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series D Preferred Stock or any series of the Existing Preferred Stock occurring after the date of filing of this Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware.

1.2 The Corporation shall not declare or pay any dividends on any shares of the Existing Preferred Stock or Common Stock unless all dividends contemplated pursuant to Section 1.1 above have been paid with respect to all outstanding shares of Series D Preferred Stock. The Corporation shall not declare or pay any dividends on any shares of Common Stock unless all dividends contemplated pursuant to Section 1.1 above have been paid with respect to all outstanding shares of Preferred Stock. The Corporation shall not declare or pay any dividends on any shares of Series C Preferred Stock, Series B Preferred Stock, Series A Preferred Stock or Common Stock unless the Corporation also declares or pays a dividend on shares of Series D Preferred Stock as, and in the amount, contemplated by the provisions of Section 1.1 and this Section 1.2. The Corporation shall not declare or pay any dividends on any shares of Common Stock unless all dividends have been paid with respect to all outstanding shares of Preferred Stock as contemplated by the provisions of Section 1.1 and this Section 1.2. If the Board of Directors shall declare a dividend payable upon the then outstanding shares of the Common Stock (other than a dividend payable entirely in shares of the Common Stock of the Corporation), then the Board of Directors shall declare at the same time a dividend upon the then outstanding shares of Preferred Stock payable at the same time as the dividend is paid on the Common Stock, in an amount equal to the amount of dividends per share of Preferred Stock as would have been payable on the number of shares of Common Stock which each share of Preferred Stock held by each holder thereof would have received if such series of Preferred Stock had been converted to Common Stock pursuant to the provisions of Section 4 hereof as of the record date for the determination of holders of Common Stock entitled to receive such dividends. In the event the Board of Directors shall declare a dividend payable upon any series of Existing Preferred Stock, the Board of Directors shall declare at the same time a dividend upon the then outstanding shares of Series D Preferred Stock, payable at the same time as such dividend on such other class or series of stock in an amount equal to (i) in the case of any series or class convertible into Common Stock, a dividend per share of Series D Preferred Stock as would equal the dividend payable on such other class or series determined as if all such shares of such class or series had been converted to Common Stock and all shares of Series D Preferred Stock have been converted to Common Stock on the record date for the determination of holders entitled to receive such dividend (without giving effect to any dividend preferences of other series of Preferred Stock set forth herein, and disregarding any common stock outstanding immediately prior to such deemed conversion) or (ii) if such class or series of capital stock is not convertible into Common Stock, at a rate per share of Series D Preferred Stock determined by dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock and multiplying such fraction by the Series D Original Issue Price. In the event the Board of Directors shall declare a dividend payable upon any series of Preferred Stock other than the Series D Preferred Stock, the Board of Directors shall declare at the same time a dividend upon the then outstanding shares of each other series of Preferred Stock, payable at the same time as such dividend on such other class or series of capital stock in an amount equal to (i) in the case of any series or class convertible into Common Stock, a dividend per share of such series of Preferred Stock as would



equal the dividend payable on such other class or series determined as if all such shares of such class or series had been converted to Common Stock and all shares of all other series of Preferred Stock have been converted to Common Stock on the record date for the determination of holders entitled to receive such dividend (disregarding any common stock outstanding immediately prior to such deemed conversion) or (ii) if such class or series of capital stock is not convertible into Common Stock, at a rate per share of such series of Preferred Stock determined by dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock and multiplying such fraction by the applicable Original Issue Price of such series of Preferred Stock.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, or any Deemed Liquidation Event:

(a) The holders of shares of Series D 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 Existing Preferred Stock or Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series D Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series D Preferred Stock (and all other shares of Preferred Stock that would receive a greater amount per share by so converting) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the "**Series D Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation, or any Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series D Preferred Stock the full Series D Liquidation Amount, the holders of shares of Series D Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) Payments to Holders of Series C Preferred Stock. After the payment of all preferential amounts required to be made with respect to the holders of shares of Series D Preferred Stock in accordance with Section 2.1(a), 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 B Preferred Stock and Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) (A) in the case of the Series C-1 Preferred Stock, the Series C-1 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series C-1 Liquidation Amount**") and (B) in the case of the Series C-2 Preferred Stock, the Series C-2 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series C-2 Liquidation Amount**") or (ii) such amount per share as would have been payable had all shares of such series of Preferred Stock (and all other shares of Preferred Stock that would receive a greater amount per share by so converting) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed

Liquidation Event. If upon any such liquidation, dissolution or winding up of the Corporation, or any Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C-1 Preferred Stock or Series C-2 Preferred Stock the full Series C-1 Liquidation Amount and Series C-2 Liquidation Amount, the holders of Series C-1 Preferred Stock and Series C-2 Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(c) Payments to Holders of Series A Preferred Stock and Series B Preferred Stock. After the payment of all preferential amounts required to be made with respect to the holders of shares of Series D Preferred Stock in accordance with Section 2.1(a) and the holders of shares of Series C Preferred Stock in accordance with Section 2.1(b), the holders of shares of Series A Preferred Stock and Series B 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 by reason of their ownership thereof, an amount per share equal to the greater of (i) (A) in the case of the Series A-1 Preferred Stock, the Series A-1 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series A-1 Liquidation Amount**"), (B) in the case of the Series A-2 Preferred Stock, the Series A-2 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series A-2 Liquidation Amount**"), (C) in the case of the Series A-3 Preferred Stock, the Series A-3 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series A-3 Liquidation Amount**"), (D) in the case of the Series A-4 Preferred Stock, the Series A-4 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series A-4 Liquidation Amount**"), (E) in the case of the Series B-1 Preferred Stock, the Series B-1 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series B-1 Liquidation Amount**"), (F) in the case of the Series B-2 Preferred Stock, the Series B-2 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series B-2 Liquidation Amount**"), (G) in the case of the Series B-3 Preferred Stock, the Series B-3 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series B-3 Liquidation Amount**") and (H) in the case of the Series B-4 Preferred Stock, the Series B-4 Original Issue Price plus any dividends declared but unpaid thereon (the "**Series B-4 Liquidation Amount**") or (ii) such amount per share as would have been payable had all shares of such series of Series A Preferred Stock or Series B Preferred Stock (and all other shares of Preferred Stock that would receive a greater amount per share by so converting) been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event. If upon any such liquidation, dissolution or winding up of the Corporation, or any Deemed Liquidation Event, 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 or Series B Preferred Stock, the full Series A-1 Liquidation Amount, Series A-2 Liquidation Amount, Series A-3 Liquidation Amount, Series A-4 Liquidation Amount, Series B-1 Liquidation Amount, Series B-2 Liquidation Amount, Series B-3 Liquidation Amount and Series B-4 Liquidation Amount, as applicable. the holders of shares of Series A Preferred Stock and Series B Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a "Deemed Liquidation Event" unless both (i) all of the consideration payable to holders of the Company's capital stock in connection with such event consists of securities that are not registered under the Securities Exchange Act of 1934, as amended, and listed on the New York Stock Exchange, the American Stock Exchange, the Nasdaq Global Select Market or the Nasdaq Global Market and (ii) the holders of at least seventy-five percent (75%) of the outstanding shares of voting Preferred Stock elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event:

- (a) a merger or consolidation in which
- (i) the Corporation is a constituent party or
- (ii) 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 shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, 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

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation; or

(c) any transaction or series of related transactions in which in excess of sixty-six and two thirds percent (66-2/3%) of the Corporation's voting power is transferred, such that the stockholders of the Corporation immediately prior to the transaction or series of related transactions do not own a majority of the voting power of the Corporation or the surviving or acquiring entity following such transaction or series of transactions, other than any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Corporation or any successor, or indebtedness of the Corporation is

cancelled or converted, or a combination thereof, in consideration for the receipt of equity interests in the Corporation or any such successor.

### 2.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the “**Merger Agreement**”) provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(ii), 2.3.1(b) or 2.3.1(c), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Preferred Stock, and (ii) if the holders of a majority of the then outstanding shares of Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the “**Available Proceeds**”), on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amount. Notwithstanding the foregoing, and pursuant to Section 2.1, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall ratably redeem each holder’s shares of Preferred Stock to the fullest extent of such Available Proceeds, and shall thereafter redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders. The provisions of Section 6 shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Preferred Stock pursuant to this Subsection 2.3.2(b). Prior to the distribution or redemption provided for in this Subsection 2.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business.

2.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

### 3. Voting.

3.1 General. 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 consent of stockholders in lieu of meeting), each holder of outstanding shares of Series D Preferred Stock, Series C Preferred Stock and Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series D Preferred Stock, Series C Preferred Stock and Series A Preferred Stock, as applicable, held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as expressly provided by the other provisions of this Certificate of Incorporation, holders of Series D Preferred Stock, Series C Preferred Stock and Series A Preferred Stock shall vote together, as a single class on all matters requiring the vote of the Preferred Stock, and holders of Series D Preferred Stock, Series C Preferred Stock and Series A Preferred Stock shall vote together with the holders of Common Stock as a single class on all matters requiring the vote of the Common Stock. For the avoidance of doubt and notwithstanding anything to the contrary set forth in this Certificate of Incorporation or any other document, the holders of Series B Preferred Stock shall not have the right to vote on any matter.

3.2 Election of Directors. The holders of record of the shares of Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock and Series A-4 Preferred Stock, exclusively and as a separate class, shall be entitled to elect two directors of the Corporation (the “**Existing Preferred Directors**”). The holders of record of the shares of Series C-1 Preferred Stock and Series C-2 Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation. The holders of record of the shares of Series D Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation, who shall not be an employee of the Corporation. Any director elected as provided in the preceding sentences may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Series A Preferred Stock and Series C Preferred Stock or the Series D Preferred Stock fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled may either (i) be filled by vote or written consent in lieu of a meeting by any remaining director or directors or (ii) remain vacant until such time as the holders of the Series A Preferred Stock and Series C Preferred Stock or Series D Preferred Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the voting Preferred Stock), exclusively and voting together as a single class, 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. Except as otherwise provided in this Subsection 3.2, 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 Subsection 3.2.

3.3 Protective Provisions. At any time when at least twenty-five percent (25%) of the shares of Series D Preferred Stock, Series C Preferred Stock and Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to each such series of Preferred Stock) issued and outstanding as of the date of filing of this Certificate of Incorporation are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Series D Preferred Stock, Series C Preferred Stock and Series A Preferred Stock, voting together as a single class, given in writing or by vote at a meeting, consenting or voting (as the case may be) together as a single class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect.

(a) liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

(b) create, authorize the creation of, or issue, any additional class or series of capital stock unless the same ranks junior to the Preferred Stock in all respects, or increase the authorized number of shares of Preferred Stock or increase the authorized number of shares of any additional class or series of capital stock unless the same ranks junior to the Preferred Stock in all respects;

(c) (i) reclassify, alter or amend any existing security of the Corporation, if such reclassification, alteration or amendment would render such other security senior to or *pari passu* with the Preferred Stock in any respect;

(d) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized in Section 1, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof or (iv) as approved by the Board of Directors and in compliance with the Transaction Documents;

(e) create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

(f) enter into, amend or terminate any agreement with any officer, director or an affiliate of any of the foregoing on terms more favorable to either Party than would have been obtained in an arm's length transaction;

(g) increase or decrease from seven (7) the authorized number of directors constituting the Board of Directors;

(h) incur any aggregate indebtedness, or enter into any agreement or series of agreement pursuant to which the Company incurs obligations (or is entitled to consideration) in an aggregate value in excess of \$500,000;

(i) hire or terminate the Chief Executive Officer of the Company;

(j) sell, assign, license, pledge, license or encumber material technology or intellectual property, other than non-exclusive licenses granted to customers in the ordinary course of business; or

(k) other than agreements or arrangements in connection with employment or consulting services and any compensation terms related thereto, in each case as approved by the Board of Directors, enter into or amend any agreement with an officer, director or holder of securities or other rights representing, convertible into or exchangeable for more than 5% of the outstanding shares of Common Stock (assuming the full conversion or exercise into Common Stock of all outstanding securities or other rights to acquire Common Stock) (or any other person or entity with whom any of them is affiliated or in whom any of them otherwise has a material interest) on terms more favorable to either party than would be obtained at arms'-length.

### 3.4 Special Voting Rights.

(a) Series D Preferred Stock. Unless there is given the written consent of (i) prior to an Expansion Event (as such term is defined in that certain Series D Preferred Stock Purchase Agreement, dated June 28, 2012, by and among the Corporation and the Purchasers (as defined therein) (the "**Purchase Agreement**"), a majority of the Series D Preferred Stock outstanding, voting as a class, and (ii) after an Expansion Event, at least the Applicable Voting Threshold (as defined in the Purchase Agreement) of the Series D Preferred Stock outstanding, voting as a class, the Corporation shall not undertake any amendment of this Certificate of Incorporation if such amendment would alter or change the preferences, voting power, qualifications or special or relative rights or privileges of the Series D Preferred Stock so as to effect the holders thereof in an adverse manner.

(b) Series C Preferred Stock. Unless there is given the written consent of a majority of the Series C Preferred Stock outstanding, voting as a class, the Corporation shall not undertake any amendment of this Certificate of Incorporation if such amendment would alter or change the preferences, voting power, qualifications or special or relative rights or privileges of the Series C Preferred Stock so as to effect the holders thereof in an adverse manner.

(c) Series A Preferred Stock. Unless there is given the written consent of a majority of the Series A Preferred Stock outstanding, voting as a class, the Corporation shall not undertake any amendment of this Certificate of Incorporation if such amendment would alter or change the preferences, voting power, qualifications or special or

relative rights or privileges of the Series A Preferred Stock so as to effect the holders thereof in an adverse manner.

4. Optional Conversion.

The holders of Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Preferred Stock other than the Series C-1 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 applicable Original Issue Price by the applicable Conversion Price (as defined below) in effect at the time of conversion. Each share of Series C-1 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 \$3.00 per share by the applicable Conversion Price (as defined below) in effect at the time of conversion. The Conversion Price for purposes of calculating the number of shares of Common Stock deliverable upon conversion without the payment of any additional consideration by the holder of (A) Series D Preferred Stock shall initially be \$3.00 (the “**Series D Conversion Price**”), (B) Series C-1 Preferred Stock shall initially be \$3.00 (the “**Series C-1 Conversion Price**”), (C) Series C-2 Preferred Stock shall initially be \$3.00 (the “**Series C-2 Conversion Price**”), (D) Series B-1 Preferred Stock shall initially be \$0.01 (the “**Series B-1 Conversion Price**”), (E) Series B-2 Preferred Stock shall initially be \$0.05 (the “**Series B-2 Conversion Price**”), (F) Series B-3 Preferred Stock shall initially be \$1.00 (the “**Series B-3 Conversion Price**”), (G) Series B-4 Preferred Stock shall initially be \$3.00 (the “**Series B-4 Conversion Price**”), (H) Series A-1 Preferred Stock shall initially be \$0.01 (the “**Series A-1 Conversion Price**”), (I) Series A-2 Preferred Stock shall initially be \$0.05 (the “**Series A-2 Conversion Price**”), (J) Series A-3 Preferred Stock shall initially be \$1.43 (the “**Series A-3 Conversion Price**”), (K) Series A-4 Preferred Stock shall initially be \$3.00 (the “**Series A-4 Conversion Price**”). Each such initial Conversion Price, and the rate at which shares of applicable series of Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below. For the purposes hereof, the Series D Conversion Price, Series C-1 Conversion Price, Series C-2 Conversion Price, Series B-1 Conversion Price, Series B-2 Conversion Price, Series B-3 Conversion Price, Series B-4 Conversion Price, Series A-4 Conversion Price, Series A-3 Conversion Price, Series A-2 Conversion Price, Series A-1 Conversion Price shall be collectively referred to herein at the “**Conversion Price**”.

4.1.2 Termination of Conversion Rights. In the event of a notice of redemption of any shares of Preferred Stock pursuant to Section 6, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not fully paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on



the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of such series of Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of 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 a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), 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 Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. 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 satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "Conversion Time"), 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 Time, (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of 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; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion

of all then outstanding shares of Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the applicable Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of 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.

4.3.3 Effect of Conversion. 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 shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends declared but unpaid thereon. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the applicable Conversion Price shall be made for any declared but unpaid dividends on Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock pursuant to this Section 4. 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.

4.4 Adjustments to Conversion Price for Diluting Issues.

4.4.1 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 D Original Issue Date”** shall mean the date on which the first share of Series D 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 Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Series D Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, **“Exempted Securities”**):

- (i) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on Preferred Stock in accordance with Section 1;
- (ii) 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 Subsection 4.5, 4.6, 4.7 or 4.8;
- (iii) 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 a plan, agreement or arrangement approved by the Board of Directors of the Corporation;
- (iv) 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;
- (v) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Corporation;
- (vi) shares of Common Stock, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors of the Corporation;
- (vii) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase substantially all of the assets or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Board of Directors of the Corporation; or
- (viii) shares of Common Stock, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, OEM,

marketing or other similar agreements or strategic partnerships approved by the Board of Directors of the Corporation.

4.4.2 No Adjustment of Conversion Price. No adjustment in the Series D Conversion Price, Series C-1 Conversion Price, Series C-2 Conversion Price, Series B-1 Conversion Price, Series B-2 Conversion Price, Series B-3 Conversion Price or Series B-4 Conversion Price, Series A-1 Conversion, Series A-2 Conversion Price, Series A-3 Conversion Price or Series A-4 Conversion Price 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 at least a majority of the then outstanding shares of Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock, Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, or Series A-4 Preferred Stock, as the case may be, if such series of Preferred Stock would otherwise be subject to adjustment, voting as a single class, agreeing that no such adjustment the Conversion Price for such series shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Series D 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 Conversion Price of any share of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar 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 applicable Conversion Price 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 applicable Conversion Price as would have 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 Conversion Price

to an amount which exceeds the lower of (i) the applicable Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price 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 Conversion Price of any share of any series of Preferred Stock pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the applicable Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series D Original Issue Date), are revised after the Series D 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 (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase 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 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 Subsection 4.4.3(a)) 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 D Conversion Price, Series C-1 Conversion Price, Series C-2 Conversion Price, Series B-1 Conversion Price, Series B-2 Conversion Price, Series B-3 Conversion Price or Series B-4 Conversion Price, Series A-1 Conversion, Series A-2 Conversion Price, Series A-3 Conversion Price or Series A-4 Conversion Price pursuant to the terms of Subsection 4.4.4, the applicable Conversion Price shall be readjusted to such Conversion Price 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 D Conversion Price, Series C-1 Conversion Price, Series C-2 Conversion Price, Series B-1 Conversion Price, Series B-2 Conversion Price, Series B-3 Conversion Price or Series B-4 Conversion Price, Series A-1 Conversion, Series A-2 Conversion Price, Series A-3 Conversion Price or Series A-4 Conversion Price provided for in this Subsection 4.4.3 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 Subsection 4.4.3). 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 D Conversion Price, Series C-1 Conversion Price, Series C-2 Conversion Price, Series B-1 Conversion Price, Series B-2 Conversion Price, Series B-3 Conversion Price or Series B-4 Conversion Price, Series A-1 Conversion, Series A-2 Conversion Price, Series A-3 Conversion Price or Series A-4 Conversion Price that would result under the terms of this Subsection 4.4.3 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 applicable Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series D Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the Series D Conversion Price, Series C-1 Conversion Price, Series C-2 Conversion Price, Series B-1 Conversion Price, Series B-2 Conversion Price, Series B-3 Conversion Price or Series B-4 Conversion Price, Series A-1 Conversion, Series A-2 Conversion Price, Series A-3 Conversion Price or Series A-4 Conversion Price in effect immediately prior to such issue, then such Conversion Price 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:

(a) "CP<sub>2</sub>" shall mean the applicable Conversion Price in effect immediately after such issue of Additional Shares of Common Stock

(b) "CP<sub>1</sub>" shall mean the applicable Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(c) "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 Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) "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 CP<sub>1</sub> (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP<sub>1</sub>); and

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

4.4.5 Determination of Consideration. For purposes of this Subsection 4.4, 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:
  - (i) 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;
  - (ii) 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
  - (iii) 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 (i) and (ii) 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 Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing

- (i) 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
- (ii) 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.

4.4.6 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 any Conversion Price pursuant to the terms of Subsection 4.4.4, then, upon the final such issuance, the applicable Conversion Prices 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).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series D Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Prices in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series D Original Issue Date combine the outstanding shares of Common Stock, the Conversion Prices in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series D 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 on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Prices 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 Conversion Prices then in effect by a fraction:

(a) 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

(b) 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.

Notwithstanding the foregoing, (a) 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 Prices shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Prices shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock or Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock or Series A-4 Preferred Stock simultaneously receive 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 Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock or Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock or Series A-4 Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series D 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 a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock or Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock or Series A-4 Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock or Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock or Series A-4 Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.3, if there shall occur any reorganization, recapitalization, reclassification, 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 Subsections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock or Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock or Series A-4 Preferred Stock, as applicable, shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event 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 Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock or Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock or Series A-4 Preferred Stock, as applicable, immediately prior to such reorganization, recapitalization, reclassification, 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 with respect to the rights and interests thereafter of the holders of the Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock or

Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock or Series A-4 Preferred Stock, to the end that the provisions set forth in this Section 7 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock or Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock or Series A-4 Preferred Stock.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of any Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, 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 (including the kind and amount of securities, cash or other property into which the Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series D Conversion Price, Series C-1 Conversion Price, Series C-2 Conversion Price, Series B-1 Conversion Price, Series B-2 Conversion Price, Series B-3 Conversion Price or Series B-4 Conversion Price, Series A-1 Conversion Price, Series A-2 Conversion Price, Series A-3 Conversion Price or Series A-4 Conversion Price, as applicable, 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 Series D Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock or Series B-4 Preferred Stock, Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock or Series A-4 Preferred Stock, as applicable.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or

securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

## 5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public at a price of at least \$9.00 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$40,000,000 of gross proceeds to the Corporation (a "**Qualified Public Offering**"), or (b) (x) with respect to the Series A Preferred Stock, Series B Preferred Stock and the Series C Preferred Stock, the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the then outstanding shares of Series A Preferred Stock and Series C Preferred Stock, voting or consenting together as a single class (y) with respect to the Series D Preferred Stock, the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least sixty-seven percent (67%) of the then outstanding shares of Series D Preferred Stock, voting or consenting together as a single class (the time of such closing or the date and time specified or the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), (i) all outstanding shares of the applicable series of Preferred Stock set forth in subsections (b)(x) and/or (b)(y) above shall automatically be converted into shares of Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each affected holder of shares of Preferred Stock shall surrender his, her or its certificate or certificates for all affected shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. 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, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this

Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for affected Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Preferred Stock converted. Such converted Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

6. Redemption.

6.1 General. Unless prohibited by Delaware law governing distributions to stockholders, shares of Preferred Stock shall be redeemed by the Corporation at a price equal to the Original Issue Price per share (subject to appropriate adjustment in the event of a stock split, combination or other similar recapitalization with respect to the Common Stock) (the “**Redemption Price**”), in three annual installments commencing not more than 60 days after receipt by the Corporation at any time on or after sixth anniversary of the Series D Original Issue Date from the holders of a majority of the then outstanding shares of voting Preferred Stock, of written notice requesting redemption of all shares of Preferred Stock (the “**Redemption Request**”). The date of each such installment shall be referred to as a “**Redemption Date**”. On each Redemption Date, the Corporation shall redeem, on a pro rata basis in accordance with the number of shares of Preferred Stock owned by each holder, that number of outstanding shares of Preferred Stock determined by dividing (i) the total number of shares of Preferred Stock outstanding immediately prior to such Redemption Date by (ii) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). If on any Redemption Date Delaware law governing distributions to stockholders prevents the Corporation from redeeming all shares of Preferred Stock to be redeemed, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, and shall redeem the remaining shares as soon as it may lawfully do so under such law.

6.2 Redemption Notice. The Corporation shall send written notice of the mandatory redemption (the “**Redemption Notice**”) to each holder of record of Preferred Stock not less than 40 days prior to each Redemption Date. Each Redemption Notice shall state:

- (a) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;
- (b) the Redemption Date and the Redemption Price;
- (c) the date upon which the holder’s right to convert such shares terminates (as determined in accordance with Subsection 4.1); and
- (d) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

6.3 Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Preferred Stock to be redeemed on such Redemption

Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 6, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Preferred Stock shall promptly be issued to such holder.

6.4 Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

7. Redeemed or Otherwise Acquired Shares. Any shares of Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Preferred Stock following redemption.

8. Waiver. Any of the rights, powers, preferences and other terms of the Series D Preferred Stock set forth herein may be waived on behalf of all holders of the Series D Preferred Stock by (a) prior to an Expansion Event, the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series D Preferred Stock, voting together as a single class on an as-converted basis, and (b) after an Expansion Event, the affirmative written consent or vote of the holders of at least the Applicable Voting Threshold of the shares of the outstanding Series D Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers, preferences and other terms of the Series C-1 Preferred Stock set forth herein may be waived on behalf of all holders of the Series C-1 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series C-1 Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers, preferences and other terms of the Series C-2 Preferred Stock set forth herein may be waived on behalf of all holders of the Series C-2 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series C-2 Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers, preferences and other terms of the Series A-1 Preferred Stock set forth herein may be waived on behalf of all holders of the Series A-1 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series A-1 Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers,

preferences and other terms of the Series A-2 Preferred Stock set forth herein may be waived on behalf of all holders of the Series A-2 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series A-2 Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers, preferences and other terms of the Series A-3 Preferred Stock set forth herein may be waived on behalf of all holders of the Series A-3 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series A-3 Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers, preferences and other terms of the Series A-4 Preferred Stock set forth herein may be waived on behalf of all holders of the Series A-4 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series A-4 Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers, preferences and other terms of the Series B-1 Preferred Stock set forth herein may be waived on behalf of all holders of the Series B-1 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series B-1 Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers, preferences and other terms of the Series B-2 Preferred Stock set forth herein may be waived on behalf of all holders of the Series B-2 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series B-2 Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers, preferences and other terms of the Series B-3 Preferred Stock set forth herein may be waived on behalf of all holders of the Series B-3 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series B-3 Preferred Stock, voting together as a single class on an as-converted basis. Any of the rights, powers, preferences and other terms of the Series B-4 Preferred Stock set forth herein may be waived on behalf of all holders of the Series B-4 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of the outstanding Series B-4 Preferred Stock, voting together as a single class on an as-converted basis.

9. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

**FIFTH:** Subject to any additional vote required by the Certificate of Incorporation or Bylaws, 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.

**SIXTH:** Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

**SEVENTH:** Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

**EIGHTH:** Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept 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.

**NINTH:** To the fullest extent permitted by law, 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. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth 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 as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

**TENTH:** To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which General Corporation Law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law.

Any amendment, repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

**ELEVENTH:** The Corporation renounces, to the fullest extent permitted by law, 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 any director of the Corporation who is not 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.

**TWELFTH:** Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation

Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim governed by the internal affairs doctrine.

[Remainder of page intentionally left blank.]



**IN WITNESS WHEREOF**, said Corporation has caused this Certificate of Merger to be signed by an authorized officer, the 27th day of June, 2012.

/s/ Sriram Iyer, M.D.

By: Sriram Iyer, M.D.  
President