

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		CHANGE OF NAME	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avelle, Inc.		07/14/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bag Borrow or Steal, Inc.		
Street Address:	1118 Post Avenue		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78634374	BAG BORROW OR STEAL	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
Phone:	650-493-9300		
Email:	trademarks@wsgr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	33107-900/JW		
NAME OF SUBMITTER:	Aaron Hendelman		
Signature:	/Aaron Hendelman/		
Date:	11/16/2011		

CH \$40.00 78634374

Total Attachments: 25

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "AVELLE, INC.", CHANGING ITS NAME FROM "AVELLE, INC." TO "BAG BORROW OR STEAL, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF JULY, A.D. 2011, AT 5:58 O'CLOCK P.M.

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

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110824105

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8906102

DATE: 07-15-11

TRADEMARK
REEL: 004662 FRAME: 0503

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
AVELLE, INC.

Avelle, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), certifies that:

A. The name of the Corporation is Avelle, Inc. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 12, 2005 under the name Bag Borrow or Steal, Inc.

B. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.

C. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, Avelle, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Russell Blain, a duly authorized officer of the Corporation, on July 14, 2011.

/s/ Russell Blain

Russell Blain
President & Chief Executive Officer

EXHIBIT A

ARTICLE I

The name of the Corporation is Bag Borrow or Steal, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Company's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, Delaware 19904. The name of the registered agent at such address is National Registered Agents, Inc.

ARTICLE IV

The total number of shares of stock that the Corporation shall have authority to issue 6,775,000,000 shares, consisting of 3,607,219,693 shares of Common Stock, \$0.01 par value per share ("**Common Stock**"), and 3,167,780,307 shares of Preferred Stock, \$0.01 par value per share. The first Series of Preferred Stock shall be designated "**Series A Preferred Stock**" and shall consist of 8,000,000 shares. The second Series of Preferred Stock shall be designated "**Series B Preferred Stock**" and shall consist of 12,028,571 shares. The third Series of Preferred Stock shall be designated "**Series C Preferred Stock**" and shall consist of 41,795,911 shares. The fourth Series of Preferred Stock shall be designated "**Series D Preferred Stock**" and shall consist of 25,955,825 shares. The fifth Series of Preferred Stock shall be designated "**Series 1 Preferred Stock**" and shall consist of 3,080,000,000 shares.

ARTICLE V

The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. Definitions. For purposes of this ARTICLE V, the following definitions shall apply:

(a) "**Board of Directors**" means the Corporation's board of directors.

(b) "**Conversion Price**" shall mean \$0.37 per share for the Series A Preferred Stock, \$0.4806 per share for the Series B Preferred Stock, \$0.37 per share for the Series C Preferred Stock, \$0.38527 per share for the Series D Preferred Stock and \$0.00236451 per share for the Series 1 Preferred Stock (each subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(c) “**Convertible Securities**” shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(d) “**Corporation**” shall mean Bag Borrow or Steal, Inc.

(e) “**Distribution**” shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase; (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right; (iii) repurchases of capital stock of the Corporation in connection with the settlement of disputes with any stockholder approved by the Board of Directors; and (iv) any other repurchase or redemption of capital stock of the Corporation approved by the holders of a majority of the Common Stock, a majority of the Series A Preferred Stock, a majority of the Series B Preferred Stock, a majority of the Series C Preferred Stock, a majority of the Series D Preferred Stock and a majority of the Series 1 Preferred Stock, each voting as a separate class.

(f) “**Dividend Rate**” shall mean an annual rate of \$0.03 per share for the Series A Preferred Stock, \$0.056 per share for the Series B Preferred Stock, \$0.0296 per share for the Series C Preferred Stock, \$0.0308216 per share for the Series D Preferred Stock and \$0.00001087676 per share for the Series 1 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

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

(h) “**Original Issue Price**” shall mean \$0.375 per share for the Series A Preferred Stock, \$0.70 per share for the Series B Preferred Stock, \$0.3703571 per share for the Series C Preferred Stock, \$0.38527 per share for the Series D Preferred Stock and \$0.00236451 per share for the Series 1 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(i) “**Preferred Stock**” shall mean the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock and the Series 1 Preferred Stock.

(j) “**Recapitalization**” shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

(k) “**Series A Liquidation Preference**” shall mean \$0.1245522592 per share (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein), plus all declared but unpaid dividends, if any, on such share.

(l) “**Series B Liquidation Preference**” shall mean \$0.2324975505 per share (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein), plus all declared but unpaid dividends, if any, on such share.

(m) “**Series C Liquidation Preference**” shall mean \$0.1230101694 per share (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein), plus all declared but unpaid dividends, if any, on such share.

(n) “**Series D Liquidation Preference**” shall mean \$0.1279633304 per share (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein), plus all declared but unpaid dividends, if any, on such share.

(o) “**Series 1 Liquidation Preference**” shall mean \$0.0023645132 per share (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein), plus all accrued but unpaid dividends, if any, on such share.

(p) “**Series 1 Recapitalization Conversion Ratio**” shall mean (i) for each share of Series A Preferred Stock, 1.013514 shares of Series 1 Preferred Stock, (ii) for each share of Series B Preferred Stock, 1.456513 shares of Series 1 Preferred Stock, (iii) for each share of Series C Preferred Stock, 1.000965 shares of Series 1 Preferred Stock and (iv) for each share of Series D Preferred Stock 1.000000, shares of Series 1 Preferred Stock.

2. Dividends.

(a) Preferred Stock.

(i) Prior to the Automatic Series 1 Conversion Event, in any calendar year, the holders of outstanding shares of Preferred Stock shall be entitled to receive dividends, when, as and if declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any Distribution on Common Stock of the Corporation, or any class or series of stock ranking junior to the Preferred Stock, in such calendar year. No Distributions shall be made with respect to the Common Stock, or any class or series of stock ranking junior to the Preferred Stock, unless and until an equal or greater payment (on an as-if converted basis) has been declared and paid on shares of Preferred Stock. Payment of any dividends to the holders of the Preferred Stock shall be on a pro rata, pari passu basis in proportion to the Dividend Rates for each series of Preferred Stock. The right to receive dividends on shares of Preferred Stock shall not be cumulative, and no right to such dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any calendar year.

(ii) Effective upon the Automatic Series 1 Conversion Event, the holders of outstanding shares of Series 1 Preferred Stock, in preference and prior to the holders of any other capital stock of the Corporation, shall be entitled to receive cumulative dividends, out of any assets at the time legally available therefor, at the Dividend Rate of the Series 1 Preferred Stock (the

“**Series 1 Dividend**”) before any other Distribution is declared or paid on shares of Common Stock or any other class of capital stock of the Corporation ranking junior to the Series 1 Preferred Stock. The Series 1 Dividend shall accrue, whether or not declared, and shall be cumulative. The Corporation shall not declare, pay or set aside any Distributions on shares of any other class or series of capital stock of the Corporation (other than Distributions on shares of Common Stock payable on shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Certificate of Incorporation) the holders of the Series 1 Preferred Stock then outstanding shall first receive, or simultaneously receive a Distribution on each outstanding share of Series 1 Preferred Stock in an amount at least equal to (x) the amount of the aggregate Series 1 Dividend then accrued on such share of Series 1 Preferred Stock and not previously paid and (y) that Distribution per share of Series 1 Preferred Stock as would equal the product of (A) the Distribution payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Series 1 Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such Distribution; provided that, if the Corporation declares, pays or sets aside, on the same date, a Distribution on shares of more than one class or series of capital stock of the Corporation, the Distribution payable to the holders of Series 1 Preferred Stock pursuant to this Section 1 shall be calculated based upon the Distribution on the class or series of capital stock that would result in the highest Series 1 Preferred Stock Distribution.

(b) Common Stock. Dividends may be paid on the Common Stock when, as and if declared by the Board of Directors, subject to the prior dividend rights of the Preferred Stock and to Section 7 below; provided, however, that no dividends will be declared or paid on shares of Common Stock, or any class or series of stock ranking junior to the Preferred Stock, unless and until an equal or greater dividend (on an as-if converted basis) has been declared and paid on shares of the Preferred Stock.

(c) Non-Cash Distributions. Whenever a Distribution provided for in this Section 2 shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

3. Liquidation Rights.

(a) Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series 1 Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Common Stock or any other class or series of stock ranking junior to the Preferred Stock, by reason of their ownership of such stock, an amount per share for each share of Preferred Stock held by them equal to (i) in the case of Series A Preferred Stock, the Series A Liquidation Preference, (ii) in the case of Series B Preferred Stock, the Series B Liquidation Preference, (iii) in the case of Series C Preferred Stock, the Series C Liquidation Preference, (iv) in the case of the Series D Preferred Stock, the Series D Liquidation Preference and (v) in the case of Series 1 Preferred Stock, the Series 1 Liquidation Preference. If upon the liquidation, dissolution or

winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Preferred Stock are insufficient to permit the payment to such holders of the full preferential amounts specified in this Section 3(a), then the entire assets of the Corporation legally available for distribution shall be distributed among the holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and the Series 1 Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a).

(b) Remaining Assets. After the payment to the holders of Preferred Stock of the full preferential amounts specified above, the entire remaining assets of the Corporation legally available for distribution by the Corporation shall be distributed with equal priority and pro rata among the holders of the Preferred Stock and Common Stock in proportion to the number of shares of Common Stock held by them, with the shares of each series of Preferred Stock being treated for this purpose as if they had been converted to shares of Common Stock at the Conversion Rate then applicable to such series. Notwithstanding the foregoing, the aggregate distributions made pursuant to one or more subsections of this Section 3 with respect to any share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock shall not exceed an amount equal to three times the applicable Original Issue Price for that share of series of Preferred Stock, plus any declared but unpaid dividends with respect to that share.

(c) Shares not Treated as Both Preferred Stock and Common Stock in any Distribution. Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any Distribution, or series of Distributions, as shares of Common Stock, without first foregoing participation in the Distribution, or series of Distributions, as shares of Preferred Stock. Notwithstanding the foregoing, if in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of shares of Preferred Stock would receive more on an as-if converted basis with respect to such shares of Preferred Stock than the amount obtained by application of Sections 3(a) and 3(b), then the payment made to such holders pursuant to this Section 3 shall equal the amount such holders would receive on an as-if converted basis.

(d) Deemed Liquidation. For purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, the following (each, a “**Deemed Liquidation**”): (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger (including any reverse merger) or consolidation but excluding (A) any sale of stock exclusively for capital raising purposes or (B) the conversion of subordinated secured convertible promissory notes into shares of Series 1 Preferred Stock (the “**Secured Notes**”) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders prior to such transaction, fifty percent (50%) or more of the total voting power represented by the voting securities, and fifty percent (50%) or more of the outstanding shares, of the

Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; provided that any holdings of the acquiring entity held by a stockholder of the Corporation prior to such transaction or series of transactions shall not be aggregated with such stockholder's holdings of the surviving or resulting entity as a result of such stockholder's holdings in the Corporation for purposes of calculating such voting power or percentage of shares; (ii) a sale, lease or other conveyance of all or substantially all of the assets of the Corporation; (iii) an exclusive license, outside of the ordinary course of the business, of all or substantially all of the Corporation's intellectual property; or (iv) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by a majority of the Board of Directors, except that any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange or a similar national quotation system, then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Distribution; and

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), "**trading day**" shall mean any day that the exchange or system on which the securities to be distributed are traded is open and "**closing prices**" or "**closing bid prices**" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or The Nasdaq Stock Market, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows:

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the

Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the “**Conversion Rate**” for each such series. Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion to Common Stock. Each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series 1 Preferred Stock, as the case may be, shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share (i) in the case of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the “**Securities Act**”), covering the offer and sale of Common Stock in which the aggregate gross proceeds to the Corporation are not less than \$50,000,000 and the initial offering price to the public is not less than \$2.00 per share (as adjusted for any Recapitalization) (a “**Qualified IPO**”), (ii) in the case of Series 1 Preferred Stock, immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act covering the offer and sale of Common Stock in which the aggregate gross proceeds to the Corporation are not less than \$50,000,000 and the initial offering price to the public is not less than four (4) times the Original Issue Price of a share of Series 1 Preferred Stock (a “**Series 1 Qualified IPO**”) (iii) in the case of the Series A Preferred Stock, (A) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the shares of Series A Preferred Stock then outstanding or (B) immediately after such time when a majority of the shares of Series A Preferred Stock have voluntarily converted, on a cumulative basis, (iv) in the case of the Series B Preferred Stock, (A) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the shares of Series B Preferred Stock then outstanding or (B) immediately after such time when a majority of the shares of Series B Preferred Stock have voluntarily converted, on a cumulative basis, (v) in the case of the Series C Preferred Stock, (A) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the shares of Series C Preferred Stock then outstanding or (B) immediately after such time when a majority of the shares of Series C Preferred Stock have voluntarily converted, on a cumulative basis, (vi) in the case of the Series D Preferred Stock, (A) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the shares of Series D Preferred Stock then outstanding or (B) immediately after such time when a majority of the shares of Series D Preferred Stock have voluntarily converted, on a cumulative basis, or (vii) in the case of the Series 1 Preferred Stock, (A) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the shares of Series 1 Preferred Stock then outstanding or (B) immediately after such time when a majority of the shares of Series 1 Preferred Stock have voluntarily converted, on a cumulative basis (each of the events referred to in (i), (ii), (iii), (iv), (v), (vi) and (vii) are referred to herein as an “**Automatic Conversion Event**”).

(c) Mechanics of Conversion to Common Stock. 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 then fair market value of a share of Common Stock as determined by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he shall either (i) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (ii) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock or such series Preferred Stock, as the case may be, shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock or such series of Preferred Stock, as the case may be, shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, plus any declared or accrued, as applicable, and unpaid dividends on the converted Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of

such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Automatic Conversion to Series 1 Preferred Stock.

(i) Automatic Conversion. Each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Series 1 Preferred Stock at the then effective Series 1 Recapitalization Conversion Ratio for such share of such series upon the vote or written consent of the holders of a majority of the Series A Preferred Stock, the holders of a majority of the Series B Preferred Stock, the holders of a majority of the Series C Preferred Stock and the holders of a majority of the Series D Preferred Stock, each voting as a separate series (an “**Automatic Series 1 Conversion Event**”).

(ii) Mechanics of Conversion to Series 1 Preferred Stock. No fractional shares of Series 1 Preferred Stock shall be issued upon the automatic conversion of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D 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 then fair market value of a share of Series 1 Preferred Stock as determined by the Board of Directors. For such purpose, all shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock held by each holder of such shares shall be aggregated, and any resulting fractional share of Series 1 Preferred Stock shall be paid in cash. On the date of an Automatic Series 1 Conversion Event, the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, further, that the Corporation shall not be obligated to issue certificates evidencing the shares of Series 1 Preferred Stock issuable upon such Automatic Series 1 Conversion Event unless either the certificates evidencing such shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock are surrendered, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, as the case may be, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates (a “**Lost Certificate Indemnification Agreement**”). On the date of the occurrence of an Automatic Series 1 Conversion Event, each holder of record of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock shall be deemed to be the holder of record of the Series 1 Preferred Stock issuable upon such conversion, notwithstanding that the certificates representing such shares shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred

Stock, or that the certificates evidencing such shares of Series 1 Preferred Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after the surrender of the certificates for purposes of receiving certificates evidencing the shares of Series 1 Preferred Stock issuable upon an Automatic Series 1 Conversion Event, or after the delivery of a Lost Certificate Indemnification Agreement, issue and deliver at such office to such holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, a certificate or certificates for the number of shares of Series 1 Preferred Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Series 1 Preferred Stock, plus any declared or accrued, as applicable, and unpaid dividends on the converted series of Preferred Stock.

(e) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this paragraph 4(e), “**Additional Shares of Common**” shall mean all shares of Common Stock issued (or, pursuant to paragraph 4(e)(iii), deemed to be issued) by the Corporation after the filing of this Amended and Restated Certificate of Incorporation, other than:

(1) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Corporation pursuant to stock grants, option plans, purchase plans or other employee stock incentive programs or arrangements approved by the Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement;

(2) shares of Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the date of the filing of this Amended and Restated Certificate of Incorporation;

(3) shares of Common Stock issued or issuable as a dividend or distribution on Preferred Stock, pro rata based on the number of shares of Common Stock into which such Preferred Stock is convertible, or pursuant to any event for which adjustment is made pursuant to paragraph 4(f), 4(g) or 4(h) hereof;

(4) shares of Common Stock issued in a Qualified IPO or a Series 1 Qualified IPO;

(5) shares of Common Stock issued or issuable pursuant to the bona fide acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or securities or other reorganization, provided, that such issuances are approved by the Board of Directors;

(6) shares of Common Stock issued or issuable to banks, equipment lessors or other financial institutions pursuant to a debt financing or commercial leasing transaction approved by the Board of Directors;

(7) shares of Common Stock issued upon conversion of the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock or the Series 1 Preferred Stock; and

(8) shares of Common Stock issued or issuable in connection with collaboration, technology license or development, agreements approved by the Board of Directors.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to paragraph 4(e)(v)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the date of the filing of this Amended and Restated Certificate of Incorporation shall issue any Options or Convertible 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 (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been 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, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(e) or pursuant to recapitalization provisions of such Options or Convertible Securities such as Sections 4(f), 4(g) and 4(h) hereof), the Conversion Price of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such

change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities that shall not have been exercised, the Conversion Price of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock then outstanding computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities that were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(e)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price that became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this paragraph 4(e)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common. In the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(e)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected

series shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-thousandth of a cent) determined by multiplying such Conversion Price by a fraction, the numerator of that shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate. For the purposes of this Subsection 4(e)(iv), all shares of Common Stock issuable upon conversion of all outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

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

(1) Cash and Property. Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) 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; and

(c) in the event Additional Shares of Common 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 (a) and (b) above, as reasonably determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(e)(iii) shall be determined by dividing

(x) 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

(y) 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.

(vi) Series 1 Preferred Stock Adjustments. For the avoidance of doubt, no adjustments made pursuant to this Section 4(e) shall be made or applicable to the Conversion Price of the Series 1 Preferred Stock.

(f) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Series A Liquidation Preference, Series B Liquidation Preference, Series C Liquidation Preference, Series D Liquidation Preference or Series 1 Liquidating Preference, as the case may be, of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Series A Liquidation Preference, Series B Liquidation Preference, Series C Liquidation Preference, Series D Liquidation Preference or Series 1 Liquidation Preference, as the case may be, of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(h) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above, if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock that the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of

shares of such other class or classes of stock that a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of Preferred Stock.

(j) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of the affected series of Preferred Stock before or after the issuance causing the adjustment.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the 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 the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(l) Notices. In the event that the Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction that would be a Deemed Liquidation;

then, in connection with each such event, the Corporation shall send to the holders of the Preferred Stock at least 10 days' prior written notice of the date on which a record shall be taken for

such Distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above. Such written notice shall be given by first-class mail (or express courier), postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed. The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the vote or written consent of the holders of a majority of the Series A Preferred Stock, the holders of a majority of the Series B Preferred Stock, the holders of a majority of the Series C Preferred Stock, the holders of a majority of the Series D Preferred Stock and the holders of a majority of the Series 1 Preferred Stock, each voting as a separate series.

5. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein, by contract, or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) No Series Voting. Other than as provided herein, by contract, or required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Election of Directors. The Board of Directors shall consist of five (5) members.

(i) Prior to the Automatic Series 1 Conversion Event, the members of the Board of Directors shall be elected as follows:

(1) The holders of Series A Preferred Stock, voting as a separate series, shall be entitled to elect one (1) member of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors;

(2) The holders of Series C Preferred Stock, voting as a separate series, shall be entitled to elect two (2) members of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors;

(3) The holders of Series D Preferred Stock, voting as a separate series, shall be entitled to elect one (1) member of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors; and

(4) Except as provided in Section 5(g) below, the holders of Common Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board of Directors (the "**Common Director**") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors.

(ii) Effective upon the Automatic Series 1 Conversion Event, the members of the Board of Directors shall be elected as follows:

(1) The holders of Series 1 Preferred Stock, voting as a separate series, shall be entitled to elect four (4) members of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, of which two (2) shall be designated as the Series 1-A Directors (the "**Series 1-A Directors**"), one (1) shall be designated as the Series 1-B Director (the "**Series 1-B Director**") and one (1) shall be designated as the Series 1-C Director (the "**Series 1-C Director**"); and

(2) the holders of Common Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board of Directors (the "**Common Director**") at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors.

(iii) If a vacancy on the Board of Directors is to be filled by the Board of Directors, only directors elected by the same class or classes of stockholders as those who would be entitled to vote to fill such vacancy shall vote to fill such vacancy.

(e) Adjustment in Authorized Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock 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 this Amended and Restated Certificate of Incorporation) an affirmative vote of the holders of a majority of the stock of the Corporation.

(f) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

(g) Special Voting Rights.

(i) Notwithstanding anything to the contrary herein, in the event of a Redemption Default (as defined below), the holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, voting together as a single class on an as-converted to Common Stock basis, shall be entitled to elect the Common Director, at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors. For purposes of this Section 5, a "**Redemption Default**" means (i) the failure of the Corporation to redeem all of the shares of Series A Preferred Stock, Series B Preferred Stock or Series D Preferred

Stock for which redemption is requested in a Redemption Election (as defined in Section 6(a) below) when such redemption is due and (ii) the failure of the Corporation to pay any amounts under Section 6 below when due.

(ii) Effective upon the Automatic Series 1 Conversion Event, each Series 1-A Director shall be entitled to cast three (3) votes and each of the Series 1-B Director, the Series 1-C Director and the Common Director shall be entitled to cast one (1) vote with respect to each matter brought before the Board (or any committee of the Board) for vote.

6. Redemption.

(a) Redemption Date and Price. At any time on or after May 28, 2013, and at the written election (the “**Initiating Election**”) of the holders of a majority of the then outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, voting together as a single class on an as-converted to Common Stock basis (each an “**Initiating Holder**” and collectively, the “**Initiating Holders**”), each holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock shall be entitled, by written request (each a “**Redemption Election**” and collectively, the “**Redemption Elections**”) delivered to the Corporation, to require that any or all of the shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock held by such holder (each a “**Redeeming Holder**” and collectively, the “**Redeeming Holders**”) be redeemed by the Corporation. The Corporation shall, from any source of funds legally available therefor, redeem that number of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock specified in the Redemption Elections (the “**Redeemed Shares**”) in accordance with the procedures set forth in this Section 6 within ninety (90) days of the receipt by the Corporation of the Initiating Election (the “**Redemption Date**”). The Corporation shall redeem the Redeemed Shares by paying in cash an amount per share equal to the Original Issue Price for each such share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, plus an amount equal to all declared and unpaid dividends thereon, whether or not earned (the “**Redemption Price**”).

(b) Initial Notice and Redemption Election. Within ten (10) days following its receipt of the Initiating Election, the Corporation shall mail a written notice, first-class mail postage prepaid, to each holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock at the address last shown on the records of the Corporation for such holder, notifying each holder of the Initiating Election and shall include a copy of the Initiating Election with such notice (the “**Initial Notice**”). Each holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock shall have twenty (20) days from receipt of the Initial Notice to submit a Redemption Election to the Corporation (the “**Redemption Election Period**”).

(c) Procedure and Payment. Within ten (10) days following the expiration of the Redemption Election Period, the Corporation shall mail a written notice, first-class mail postage prepaid, to each Redeeming Holder at the address last shown on the records of the Corporation for the Redeeming Holder, notifying the Redeeming Holder of the redemption to be effected, specifying

the number of shares that may lawfully be redeemed from the Redeeming Holder, the Redemption Date, the applicable Redemption Price and the place at which payment may be obtained, and calling upon the Redeeming Holder to surrender to the Corporation, in the manner and at the place designated, the Redeeming Holder's certificate or certificates representing the shares to be redeemed (the "**Redemption Notice**"). If the Corporation is unable lawfully to redeem all of the shares set forth in a Redemption Election with respect to a Redeeming Holder, then such Redeeming Holder may withdraw any or all of its shares from those to be redeemed, without penalty or prejudice, by written notice to the Corporation given within ten (10) days of receipt of the Redemption Notice. Subject to the preceding sentence, on or after the Redemption Date, the Redeeming Holder shall surrender to the Corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable in accordance with this Section 6(c) to the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. As promptly as practicable after receipt of the surrendered certificate or certificates, the Corporation shall issue and deliver to or upon the written order of such holder, at such office or other place designated by the holder, (i) a check for cash in an amount equal to fifty percent (50%) of the Redemption Price for the shares to be redeemed, and (ii) a promissory note in an amount equal to fifty percent (50%) of the Redemption Price secured by all of the Corporation's assets, including without limitation all intellectual property rights of the Corporation. Such promissory note shall be payable in two equal annual installments due one year and two years, respectively, after the Redemption Date, except that such promissory note shall provide that it shall become immediately due and payable immediately prior to the earlier of (A) the closing of a Deemed Liquidation, (B) the closing of a Qualified IPO and (C) the Corporation's failure to make payment in full when such payment is due under such promissory note. In the event less than all the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(d) Effect of Redemption; Insufficient Funds. From and after the Redemption Date, unless there shall occur a default in payment of the Redemption Price, all rights of the Redeeming Holder (except the right to receive the Redemption Price upon surrender of the applicable share certificate or certificates) shall cease with respect to the shares designated to be redeemed on such Redemption Date, and such shares shall not thereafter be transferred on the books of the Corporation. If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock on the Redemption Date are insufficient to redeem the total number of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock to be redeemed on such date, then on and after any such date, those funds that are legally available will be used to redeem the maximum possible number of shares, allocated ratably among the holders of such shares to be redeemed based upon the total Redemption Price applicable to the shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock designated to be redeemed by each Redeeming Holder. The shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein, and the Redemption Price for such remaining shares shall accrue interest at a rate of twelve percent (12%) per annum. At any time thereafter when additional funds of the Corporation are legally available for

the redemption of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, such funds will immediately be used to redeem the balance of the shares that the Corporation has become obliged to redeem on the Redemption Date but that it has not redeemed.

(e) Series 1 Preferred Stock Redemption Rights. Notwithstanding anything to the contrary contained in this Section 6, the holders of the Series 1 Preferred Stock shall not have any redemption rights with respect to any or all of the shares of Series 1 Preferred Stock held by such holders.

7. Amendments and Changes.

(a) Individual Series Protective Provisions. As long as any shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series 1 Preferred Stock, as the case may be, shall be issued and outstanding, the Corporation shall not (whether by reclassification, merger, consolidation, or otherwise), without first obtaining the approval (by vote or written consent as provided by law) of the holders of a majority of the outstanding shares of the applicable series of Preferred Stock:

(i) alter or change the rights, powers, preferences or privileges of the shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series 1 Preferred Stock, as the case may be, so as to adversely affect such shares; or

(ii) increase or decrease (other than for decreases resulting from conversion of such Preferred Stock) the aggregate number of authorized shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series 1 Preferred Stock, as the case may be;

provided, however, that the Corporation shall not amend, modify, alter, repeal or restate this Section 7(a) without first obtaining the approval (by vote or written consent as provided by law) of the holders of a majority of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series 1 Preferred Stock, each voting as a separate series.

(b) Preferred Stock Protective Provisions. As long as shares of the Preferred Stock shall be issued and outstanding, the Corporation shall not, directly or indirectly (whether by reclassification, merger, consolidation or otherwise), without first obtaining the approval (by vote or written consent as provided by law) of the Board of Directors and the holders representing a majority of the outstanding shares of the Preferred Stock, voting together as a single class on an as-converted to Common Stock basis:

(i) effect, authorize, pay or obligate the Corporation to pay any Distribution with respect to the Preferred Stock or Common Stock of the Corporation (other than a

dividend payable solely in shares of Common Stock, or the accrued cumulative dividends on the shares of Preferred Stock pursuant to Section 6 hereof);

(ii) increase the number of shares of Common Stock issuable pursuant to the Corporation's stock option plan or the adoption of any new employee stock purchase plan, stock incentive compensation plan or similar stock option plan, in aggregate, above [421,018,483] shares;

(iii) increase or decrease the number of authorized members of the Board of Directors, other than pursuant to Article V, Section 5 hereof;

(iv) authorize or create any new class or series of shares having rights, powers, preferences or privileges senior to or on a parity with any series of Preferred Stock or having voting rights other than those granted to the Preferred Stock generally;

(v) subject to Article V, Section 7(a), amend, alter or repeal any provision of this Amended and Restated Certificate of Incorporation or Bylaws of the Corporation (whether by reclassification, merger, consolidation, or otherwise);

(vi) create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, other than the issuance of the Secured Notes;

(vii) 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;

(viii) dissolve, liquidate or wind-up the business and affairs of the Corporation or authorize or enter into any transaction or series of related transactions that constitutes a Deemed Liquidation pursuant to Section 3(d) above or consent to the foregoing; or

(ix) authorize or enter into a merger, acquisition or sale of substantially all of the assets of the Corporation or any of its subsidiaries (other than a merger exclusively to effect a change of domicile of the Corporation);

provided, however, that the Corporation shall not amend, modify, alter, repeal or restate this Section 7(b) without first obtaining the approval (by vote or written consent as provided by law) of the holders of a majority of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series 1 Preferred Stock, each voting as a separate series; provided, further, that if any of the events described in subsections (i), (iv) or (viii) would adversely affect the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, Series D Preferred Stock or Series 1 Preferred Stock, as the case may be, in a manner differently than the Series A Preferred Stock, the Series B Preferred Stock, Series C

Preferred Stock, Series D Preferred Stock or Series 1 Preferred Stock, as the case may be, the Corporation shall not take such action without first obtaining the approval (by vote or written consent as provided by law) of the holders of a majority of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series 1 Preferred Stock, as the case may be, voting as a separate series.

8. Reissuance of Preferred Stock. In the event that any shares of Preferred Stock shall be converted pursuant to Section 4 or otherwise repurchased by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by this Corporation.

9. Notices. Any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, and subject to ARTICLE V, Section 5 and ARTICLE V, Section 7, the number of directors which constitute the Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, and subject to ARTICLE V, Section 7, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE X

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

2. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or

employee of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE X, nor the adoption of any provision of this Corporation's Certificate of Incorporation inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of 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.

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