

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | CHANGE OF NAME |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------|----------|----------------|-----------------------|
| ZanttZ, Inc. | | 02/20/2014 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------|
| Name: | Shadow Networks, Inc. |
| Street Address: | 3250 Olcott Street, #120 |
| City: | Santa Clara |
| State/Country: | CALIFORNIA |
| Postal Code: | 95054 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------|----------|-----------------|
| Serial Number: | 85875966 | SHADOW AGENT |
| Serial Number: | 85875972 | SHADOW AGENT |
| Serial Number: | 85854882 | SHADOW HOST |
| Serial Number: | 85854876 | SHADOW HOST |
| Serial Number: | 85854850 | SHADOW NETWORKS |
| Serial Number: | 85854860 | SHADOW NETWORKS |
| Serial Number: | 85854869 | SHADOWBOX |

CORRESPONDENCE DATA

Fax Number: 6506147401
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650.614.7400
 Email: lpartmann@orrick.com
 Correspondent Name: Diana M. Rutowski
 Address Line 1: 2050 Main Street, Suite 1100
 Address Line 2: Orrick, Herrington & Sutcliffe LLP

CH \$190.00 85875966

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: 26405.6001

NAME OF SUBMITTER: Diana M. Rutowski

Signature: /dr/

Date: 02/21/2014

Total Attachments: 22

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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 "ZANTTZ, INC.", CHANGING ITS NAME FROM "ZANTTZ, INC." TO "SHADOW NETWORKS, INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF FEBRUARY, A.D. 2014, AT 11:35 O'CLOCK A.M.

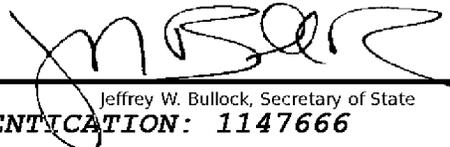
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1147666

DATE: 02-20-14

TRADEMARK
REEL: 005222 FRAME: 0003

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ZANTTZ, INC.

Eric Winsborrow hereby certifies that:

ONE: He is the duly elected and acting Chief Executive Officer of Zanttz, Inc., a Delaware corporation.

TWO: The date of filing the original Certificate of Incorporation of this company with the Secretary of State of the State of Delaware was January 4, 2010.

THREE: The Amended and Restated Certificate of Incorporation of this company is hereby amended and restated to read as follows:

I.

“The name of this company is **Shadow Networks, Inc.** (the “*Company*”).

II.

The address of the registered office of this Company in the State of Delaware is 3500 South Dupont Highway, City of Dover, County of Kent, Delaware 19901, and the name of the registered agent of this Company in the State of Delaware at such address is Incorporating Services, Ltd.

III.

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law (“*DGCL*”).

IV.

Upon the filing of this Amended and Restated Certificate of Incorporation (the “*Restated Certificate*”) with the Secretary of State of the State of Delaware (the “*Effective Time*”), (i) each one (1) issued and outstanding share of Series Seed Preferred Stock, \$0.0001 par value per share (the “*Prior Series Seed*”), shall automatically be reclassified, changed and converted into 0.1477369 shares of Series A-1 Preferred (as defined below) without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent (the “*Series Seed Reclassification*”), and (ii) each one (1) issued and outstanding share of Common Stock shall automatically be combined into 0.1477369 shares of Common Stock without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent (the “*Reverse Split*”). All dividends previously accrued on the Prior Series Seed, if any, will be cancelled in connection with the Series Seed Reclassification. All share and per

share numbers in this Amended and Restated Certificate of Incorporation shall not be affected by the Series Seed Reclassification or the Reverse Split. No fractional shares of Series A-1 Preferred or Common Stock shall be issued in connection with the Series Seed Reclassification or the Reverse Split. All shares of Series A-1 Preferred that are held by a stockholder following the Series Seed Reclassification shall be aggregated and in lieu of any interest in a fractional share of Series A-1 Preferred that may remain following such aggregation, the Company shall pay a cash amount to such stockholder equal to the fair value of such fractional share (as determined in good faith by the Company's Board of Directors (the "**Board**"); rounded up to the nearest whole \$0.01. Each holder of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Prior Series Seed (the "**Prior Series Seed Certificates**") shall be entitled to receive upon surrender of such Prior Series Seed Certificates to the Company for cancellation, a certificate or certificates (the "**New Series A-1 Preferred Certificates**") representing the number of shares of Series A-1 Preferred Stock such holder is entitled to under such certificate or certificates in connection with the Series Seed Reclassification. The Company shall not be obligated to issue certificates evidencing the shares of Series A-1 Preferred issuable in connection with the Series Seed Reclassification unless the Prior Series Seed Certificates are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such lost, stolen or destroyed certificates. From and after the Effective Time, the Prior Series Seed Certificates shall represent only the right to receive New Series A-1 Preferred Certificates. All shares of Common Stock that are held by a stockholder following the Reverse Split shall be aggregated and in lieu of any interest in a fractional share of Common Stock that may remain following such aggregation, the Company shall pay a cash amount to such stockholder equal to the fair value of such fractional share (as determined in good faith by the Board; rounded up to the nearest whole \$0.01. Each holder of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Common Stock (the "**Prior Common Stock Certificates**") shall be entitled to receive upon surrender of such Prior Common Stock Certificates to the Company for cancellation, a certificate or certificates (the "**New Common Stock Certificates**") representing the number of shares of Common Stock such holder is entitled to under such certificate or certificates in connection with the Reverse Split. The Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable in connection with the Reverse Split unless the Prior Common Stock Certificates are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such lost, stolen or destroyed certificates. From and after the Effective Time, the Prior Common Stock Certificates shall represent only the right to receive New Common Stock Certificates. For the sake of clarity, the par value of each share of the outstanding Series A-1 Preferred and Common Stock shall not be adjusted in connection with the Series Seed Reclassification or the Reverse Split.

A. The Company is authorized to issue two classes of stock to be designated, respectively, "**Common Stock**" and "**Preferred Stock**." The total number of shares which the

Company is authorized to issue is 34,440,000 shares, 17,000,000 shares of which shall be Common Stock (the “*Common Stock*”) and 17,440,000 shares of which shall be Preferred Stock (the “*Preferred Stock*”). The Common Stock and the Preferred Stock shall each have a par value of \$0.0001 per share.

B. Following the Series Seed Reclassification and the Reverse Split, 5,470,000 of the authorized shares of Preferred Stock are hereby designated “*Series A-1 Convertible Preferred Stock*” (the “*Series A-1 Preferred*”) and 11,970,000 of the authorized shares of Preferred Stock are hereby designated “*Series A-2 Convertible Preferred Stock*” (the “*Series A-2 Preferred*” and together with the Series A-1 Preferred, the “*Series Preferred*”).

C. Irrespective of any contrary provisions contained in Section 242(b)(2) of the DGCL, 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 the affirmative vote of the holders of at least sixty percent (60%) of the Series Preferred (as defined below) entitled to vote (voting together as a single class on an as-if converted to Common Stock basis).

D. The rights, preferences, privileges, restrictions and other matters relating to the Series Preferred are as follows:

1. DIVIDEND RIGHTS.

(a) Series A-2 Preferred.

(i) Holders of Series A-2 Preferred, in preference to the holders of Series A-1 Preferred and Common Stock, shall be entitled to receive when, as and if declared by the Board, but only out of funds that are legally available therefor, non-cumulative cash dividends at the rate of six percent (6%) of the applicable Original Issue Price (as defined below) for the Series A-2 Preferred per annum on each outstanding share of Series A-2 Preferred.

(ii) The “*Original Issue Price*” for the Series A-2 Preferred shall be \$1.00 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

(iii) So long as any shares of Series A-2 Preferred are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Series A-1 Preferred or the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Series A-1 Preferred or Common Stock until all dividends as set forth in Section 1(a)(i) above on the Series A-2 Preferred shall have been paid or declared and set apart.

(b) Series A-1 Preferred.

(i) Subject to Section 1(a) above, the holders of Series A-1 Preferred, in preference to the holders of Common Stock, shall be entitled to receive when, as and if declared by the Board, but only out of funds that are legally available therefor, non-

cumulative cash dividends at the rate of six percent (6%) of the applicable Original Issue Price (as defined below) for the Series A-1 Preferred per annum on each outstanding share of Series A-1 Preferred.

(ii) The “*Original Issue Price*” for the Series A-1 Preferred shall be \$1.00 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

(iii) So long as any shares of Series A-1 Preferred are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Common Stock until all dividends as set forth in Section 1(b)(i) above on the Series A-1 Preferred shall have been paid or declared and set apart.

(c) In the event dividends are paid or distributions made on any share of Common Stock, whether in cash or property, the Company shall pay an additional dividend or make a distribution on all outstanding shares of Series Preferred in a per share amount equal (on an as-if converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock.

(d) The provisions of Sections 1(a)(iii), 1(b)(iii) and 1(c) shall not apply to (i) a dividend payable solely in Common Stock, (ii) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at the lesser of cost or fair market value upon termination of services to the Company, (iii) acquisitions of Common Stock in exercise of the Company’s right of first refusal to repurchase such shares, provided, that such exercise is approved by the Board (including the approval of at least one of the Series Designees (as defined below)), or (iv) any repurchase of any outstanding securities of the Company that is approved by the holders of at least sixty percent (60%) of the then outstanding Series Preferred, voting together as a single class on an as-if converted to Common Stock basis.

(e) Whenever a dividend provided for in this Section 1 shall be payable in property other than cash, the value of such dividend shall be the fair market value of such distribution as determined in good faith by the Board, including the approval of at least one of the Series Designees.

2. VOTING RIGHTS.

(a) **General Rights.** Each holder of shares of the Series Preferred shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series Preferred could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock, except that the holders of the Series Preferred shall not be entitled to vote in connection with any election for or removal of directors elected pursuant to the provisions of Section 2(c)(ii) below, and shall be entitled to notice of any stockholders’ meeting

in accordance with the bylaws of the Company. Except as otherwise provided herein or as required by law, the Series Preferred shall vote together with the Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

(b) Separate Vote of Series Preferred. For so long as at least 2,393,143 shares of Series Preferred remain outstanding, in addition to any other vote or consent required herein or by law, the affirmative vote or written consent of the holders of at least sixty percent (60%) of the then-outstanding shares of Series Preferred, voting together as a single class on an as-if converted to Common Stock basis, shall be necessary for the Company to effect or validate any of the following actions (whether by amendment, merger, consolidation, or otherwise) or to permit any subsidiary of the Company to effect or validate any of the following actions (whether by amendment, merger, consolidation, or otherwise) 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:

(i) Any amendment, alteration, waiver or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation) in a manner that adversely affects the powers, preferences or rights of any series of Series Preferred;

(ii) Any increase or decrease in the authorized number of shares of Preferred Stock (or any series thereof) or Common Stock;

(iii) Any authorization, designation or issuance, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company having rights, preferences and privileges on a parity with or senior to any series of Series Preferred;

(iv) Any redemption or repurchase of Common Stock or Preferred Stock (except for acquisitions of Common Stock by the Company permitted by Section 1(d) above);

(v) Any definitive agreement by the Company or its stockholders to effect a merger, consolidation or Asset transfer or Acquisition (each as defined in Section 4(a) below);

(vi) Any voluntary dissolution or liquidation of the Company;

(vii) Any increase or decrease in the authorized number of members of the Board; or

(viii) Any action that results in the payment or declaration of a dividend on any shares of Common Stock or Preferred Stock (other than as permitted pursuant to Section 1(d) above).

(c) Election of Board of Directors.

(i) For so long as at least 2,393,143 shares of Series Preferred remain outstanding, the holders of a majority of the shares of Series Preferred, voting together as a single class on an as-if converted to Common Stock basis, shall be entitled to elect two (2) members of the Board (the “*Series Designees*”) at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director;

(ii) The holders of a majority of the shares of Common Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board (the “*Common Designees*”) at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director; and

(iii) The holders of at least a majority of the shares of Common Stock and Series Preferred, voting together as a single class on an as-if converted to Common Stock basis, shall be entitled to elect all remaining members of the Board (the “*At-Large Designees*”), at each meeting or pursuant to each consent of the Company’s stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

(iv) Notwithstanding the provisions of Section 223(a)(1) and 223(a)(2) of the Delaware General Corporation Law, any vacancy, including newly created directorships resulting from any increase in the authorized number of directors or amendment of this Restated Certificate, and vacancies created by removal or resignation of a director, may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the holders of shares of such class or series may override the Board of Directors’ action to fill such vacancy.

3. LIQUIDATION RIGHTS.

(a) **Series A-2 Preferred.** Subject to Section 3(d) below, upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary and including a Deemed Liquidation (a “*Liquidation Event*”), before any distribution or payment shall be made to the holders of any Series A-1 Preferred or Common Stock, the holders of Series A-2 Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution, or the consideration received in such transaction, for each share of Series A-2 Preferred held by them, an amount per share of Series A-2 Preferred equal to the sum of (i) the applicable Original Issue Price for the Series A-2 Preferred plus (ii) any declared but unpaid dividends on such share of Series A-2 Preferred. If, upon any such Liquidation Event, the assets of the Company (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series A-2 Preferred of the liquidation preference set forth in this

Section 3(a), then such assets (or consideration) shall be distributed among the holders of Series A-2 Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled if such amounts had been paid in full.

(b) Series A-1 Preferred. After the payment of the full liquidation preference of the Series A-2 Preferred as set forth in Section 3(a) above and subject to Section 3(d) below, upon any Liquidation Event, before any distribution or payment shall be made to the holders of any Common Stock, the holders of Series A-1 Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution, or the consideration received in such transaction, for each share of Series A-1 Preferred held by them, an amount per share of Series A-1 Preferred equal to the sum of (i) the applicable Original Issue Price for the Series A-1 Preferred plus (ii) any declared but unpaid dividends on such share of Series A-1 Preferred. If, upon any such Liquidation Event, the assets of the Company (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series A-1 Preferred of the liquidation preference set forth in this Section 3(b), then such assets (or consideration) shall be distributed among the holders of Series A-1 Preferred at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled if such amounts had been paid in full.

(c) Remaining Assets. Subject to Section 3(d) below, after the payment of the full liquidation preferences of the Series Preferred as set forth in Sections 3(a) and (b) above, the remaining assets of the Company legally available for distribution in such Liquidation Event (or the consideration received in such transaction), if any, shall be distributed ratably to the holders of the Common Stock and Series A-2 Preferred on an as-if-converted to Common Stock basis until such time as the holders of Series A-2 Preferred have received pursuant to Section 3(a) above and this Section 3(c) an aggregate amount per share of Series A-2 Preferred equal to four (4) times the applicable Original Issue Price for the Series A-2 Preferred; thereafter, the remaining assets of the Company legally available for distribution in such Liquidation Event (or the consideration received in such transaction), if any, shall be distributed ratably to the holders of the Common Stock.

(d) Deemed Conversion. Notwithstanding Sections 3(a), 3(b) and 3(c) above, solely for purposes of determining the amount each holder of shares of Series Preferred is entitled to receive with respect to a Liquidation Event, each series of Series Preferred shall be treated as if all holders of such series of Series Preferred had converted such holder's shares of such series of Series Preferred into shares of Common Stock immediately prior to the Liquidation Event if, as a result of an actual conversion of such series of Series Preferred (including taking into account the operation of this Section 3(d) with respect to such series of Series Preferred), holders of such series of Series Preferred would receive, in the aggregate, an amount greater than the amount that would be distributed to holders of such series of Series Preferred if such holders had not converted such series of Series Preferred into shares of Common Stock. If holders of such series of Series Preferred are treated as if they had converted shares of such series of Series Preferred into Common Stock pursuant to this paragraph, then such holders shall not be entitled to receive any distribution pursuant to Sections 3(a), 3(b) or 3(c) above that would otherwise be made to holders of such series of Series Preferred.

4. ASSET TRANSFER OR ACQUISITION RIGHTS.

(a) An Acquisition or Asset Transfer (each as hereinafter defined) shall be deemed to be a liquidation of the Company (including, without limitation, for the purposes of Section 3 above) (a “*Deemed Liquidation*”), unless the holders of at least sixty percent (60%) of the then-outstanding shares of Series Preferred, voting together as a single class on an as-if converted to Common Stock basis, elect otherwise by written notice given to the Company at least five (5) days prior to the effective date of any such Acquisition or Asset Transfer. The Company shall not have the power to effect any transaction constituting a Deemed Liquidation unless the definitive documents effecting such Deemed Liquidation provide that the consideration payable to the stockholders of the Company shall be allocated among the holders of capital stock of the Company in accordance with Sections 3(a), (b), (c) and (d) above. The amount deemed paid or distributed to holders of capital stock of the Company upon any Deemed Liquidation shall be determined in accordance with Section 4(c) below.

(b) For the purposes of this Section 4: (i) “*Acquisition*” shall mean (A) any consolidation, stock exchange or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly-owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company’s voting power is transferred; provided that an Acquisition shall not include (x) any consolidation or merger effected exclusively to change the domicile of the Company, or (y) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) “*Asset Transfer*” shall mean a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company or the sale, lease, transfer, exclusive license or other disposition of all or substantially all of the intellectual property of the Company.

(c) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board, including the approval of at least one of the Series Designees, on the date such determination is made; provided, however, that any publicly-traded securities to be distributed to stockholders will be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability:

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

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever are applicable) over the thirty (30)-day period ending three (3) calendar days prior to the closing.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in Sections 4(c)(i)(A) and (B) to reflect the approximate fair market value thereof, as determined in good faith by the Board, including the approval of at least one of the Series Designees.

(d) Notwithstanding anything to the contrary in this Section 4, if the definitive transaction documents for an Acquisition or Asset Transfer provide for a different method of valuation, the method of valuation set forth in such documents shall control.

(e) **Allocation of Escrow.** In the event of a Deemed Liquidation, if any portion of the consideration payable to the stockholders of the Company is placed into escrow or is payable to the stockholders of the Company subject to contingencies, the definitive acquisition agreement relating thereto shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Company in accordance with Section 3 above as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation and (ii) any additional consideration which becomes payable to the stockholders of the Company upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Company in accordance with Section 3 above after taking into account the previous payment of the Initial Consideration as part of the same transaction.

5. CONVERSION RIGHTS.

The holders of the Series Preferred shall have the following rights with respect to the conversion of the Series Preferred into shares of Common Stock (the "**Conversion Rights**"):

(a) **Optional Conversion.** Subject to and in compliance with the provisions of this Section 5, any shares of Series Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock. The number of shares of Common Stock to which a holder of Series Preferred shall be entitled upon conversion shall be the product obtained by multiplying the applicable "**Series Preferred Conversion Rate**" then in effect for such series of Series Preferred (determined as provided in Section 5(b)) by the number of shares of such series of Series Preferred being converted.

(b) **Series Preferred Conversion Rate.** The conversion rate in effect at any time for conversion of each series of Series Preferred (the "**Series Preferred Conversion Rate**" for such series) shall be the quotient obtained by dividing the applicable Original Issue

Price for such series of Series Preferred by the applicable “*Series Preferred Conversion Price*” for such series of Series Preferred, calculated as provided in Section 5(c).

(c) **Series Preferred Conversion Price.** The conversion price for each series of Series Preferred shall initially be the applicable Original Issue Price of such series of Series Preferred (the “*Series Preferred Conversion Price*”). Such initial Series Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Series Preferred Conversion Price herein shall mean the applicable Series Preferred Conversion Price as so adjusted.

(d) **Mechanics of Conversion.** Each holder of Series Preferred who desires to convert the same into shares of Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series Preferred being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay (i) in cash any declared but unpaid dividends on the shares of Series Preferred being converted and (ii) in cash (at the Common Stock’s fair market value determined by the Board, including the approval of at least one of the Series Designees, as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Series Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series Preferred to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

(e) **Adjustment for Stock Splits and Combinations.** If at any time or from time to time on or after the date that the first share of Series A-2 Preferred is issued (the “*Original Issue Date*”) the Company effects a subdivision of the outstanding shares of Common Stock without a corresponding subdivision of any series of Series Preferred, the applicable Series Preferred Conversion Price for such series of Series Preferred in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Original Issue Date the Company combines the outstanding shares of Common Stock into a smaller number of shares, without a corresponding combination of any series of Series Preferred, the applicable Series Preferred Conversion Price for such series of Series Preferred in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(f) **Adjustment for Common Stock Dividends and Distributions.** If at any time or from time to time on or after the Original Issue Date the Company pays to holders of Common Stock a dividend or other distribution on the Common Stock in additional shares of Common Stock, without a corresponding dividend or other distribution to holders of Series Preferred, each Series Preferred Conversion Price that is then in effect shall be decreased as of the time of such issuance, as provided below:

(i) Each Series Preferred Conversion Price for each Series Preferred shall be adjusted by multiplying each applicable Series Preferred Conversion Price then in effect by a fraction:

(A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

(ii) If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, each Series Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) Notwithstanding the foregoing, (a) if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, each Series Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter each Series Preferred Conversion Price shall be adjusted pursuant to this Section 5(f) to reflect the actual payment of such dividend or distribution, and (b) that no such adjustment shall be made if the holders of a series of Series Preferred simultaneously receive a dividend or other distribution of shares of Common Stock or Additional Shares of Common Stock in a number equal to the number of shares of Common Stock or Additional Shares of Common Stock as they would have received if all outstanding shares of such series of Series Preferred had been converted into Common Stock on the date of such event.

(g) **Adjustment for Reclassification, Exchange, Substitution, Reorganization, Merger or Consolidation.** If at any time or from time to time on or after the Original Issue Date, the Common Stock issuable upon the conversion of the Series Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification, merger, consolidation or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 5), in any such event each holder of Series Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification, merger, consolidation or other change by holders of shares of Common Stock into which such shares of Series Preferred could have been converted immediately prior to such recapitalization, reclassification, merger, consolidation or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Series Preferred after the capital reorganization or other event to the end that the provisions of this Section 5 (including adjustment of any applicable Series Preferred Conversion Price then in

effect and the number of shares issuable upon conversion of the Series Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(h) Sale of Shares Below Series Preferred Conversion Price.

(i) If at any time or from time to time on or after the Original Issue Date, the Company issues or sells, or is deemed by the express provisions of this Section 5(h) to have issued or sold, Additional Shares of Common Stock (as defined below), other than as provided in Section 5(e), 5(f) or 5(g) above, for an Effective Price (as defined below) less than the then-effective Series Preferred Conversion Price for any series of Series Preferred (a "*Qualifying Dilutive Issuance*"), then and in each such case, the then-effective Series Preferred Conversion Price for such series of Series Preferred shall be reduced, as of the opening of business on the date of such issue or sale, to a price (calculated to the eighth (8th) digit to the right of the decimal point) determined by multiplying the applicable Series Preferred Conversion Price for such series of Series Preferred in effect immediately prior to such issuance or sale by a fraction:

(A) the numerator of which shall be (i) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (ii) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received or deemed received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-effective applicable Series Preferred Conversion Price for such series of Series Preferred, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

(ii) For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of actually issued and outstanding shares of Common Stock on the day immediately preceding the given date, (B) the number of shares of Common Stock into which the then-outstanding shares of Series Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which are issuable upon the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

(iii) No adjustment shall be made to any Series Preferred Conversion Price in an amount less than \$0.001 per share. Any adjustment otherwise required by this Section 5(h) that is not required to be made due to the preceding sentence shall be included in any subsequent adjustment to the applicable Series Preferred Conversion Price.

(iv) For the purpose of making any adjustment required under this Section 5(h), the aggregate consideration received by the Company for any issue or sale of securities (the "*Aggregate Consideration*") shall be computed as follows: (A) to the extent it consists of cash, Aggregate Consideration shall be computed at the gross amount of cash

received by the Company before deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale and without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, Aggregate Consideration shall be computed at the fair value of that property as determined in good faith by the Board, including the approval of at least one of the Series Designees, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, Aggregate Consideration shall be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board, including the approval of at least one of the Series Designees, to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

(v) For the purpose of the adjustment required under this Section 5(h), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "***Convertible Securities***") or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than any Series Preferred Conversion Price, in each case the Company shall be deemed to have issued at the time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); *provided* that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) If the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; *provided further*, that if the minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

(D) No further adjustment of any Series Preferred Conversion Price, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the applicable Series Preferred Conversion Price as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Series Preferred Conversion Price which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, *provided* that such readjustment shall not apply to prior conversions of Series Preferred.

(vi) For the purpose of making any adjustment to the Conversion Price for any series of Series Preferred required under this Section 5(h), "***Additional Shares of Common Stock***" shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h) (including shares of Common Stock subsequently reacquired or retired by the Company), other than (the securities listed below, the "***Exempted Securities***"):

(A) shares of Common Stock issued pursuant to stock splits, stock dividends or similar transactions, as described in Sections 5(e) and 5(f) above.

(B) shares of Common Stock issued upon conversion of the Series Preferred;

(C) shares of Common Stock or Convertible Securities issued to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary, pursuant to (i) the Company's 2010 Equity Incentive Plan, or (ii) such other stock purchase or stock option plan or other arrangements that have been approved by the Board (including in the case of (ii) the approval of at least one of the Series Designees);

(D) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the Original Issue Date;

(E) shares of Common Stock, Preferred Stock and Convertible Securities issued for consideration other than cash pursuant to a bona fide merger, consolidation, acquisition, strategic alliance or similar business combination approved by the Board (including the approval of at least one of the Series Designees);

(F) shares of Series A-1 Preferred (and the Common Stock issuable upon conversion thereof) issued pursuant to that certain Series A-2/A-1 Convertible Preferred Stock Purchase and Exchange Agreement, dated on or about the Original Issue Date (the “*Purchase Agreement*”);

(G) shares of Series A-1 Preferred (and the Common Stock issuable upon conversion thereof) issued pursuant to the Series Seed Reclassification;

(H) shares of Series A-2 Preferred (and the Common Stock issuable upon conversion thereof) issued pursuant to or upon exchange of shares of Series A-1 Preferred pursuant to the Purchase Agreement;

(I) shares of Common Stock, Preferred Stock and Convertible Securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by the Board (including the approval of at least one of the Series Designees) that is primarily for non-equity financing purposes (as determined by the Board of Directors (including the determination by at least one of the Series Designees));

(J) shares of Common Stock, Preferred Stock and Convertible Securities issued in connection with strategic transactions involving the Company and other entities, including (i) joint ventures, manufacturing, marketing or distribution arrangements or (ii) technology transfer or development arrangements approved by the Board (including the approval of at least one of the Series Designees) that is primarily for non-equity financing purposes (as determined by the Board of Directors (including the determination by at least one of the Series Designees)); or

(K) shares of Common Stock issued or issuable in a Qualified Public Offering.

References to Common Stock in the subsections of this clause (vi) above shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(h). The “*Effective Price*” of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 5(h), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 5(h), for such Additional Shares of Common Stock. In the event that the number of shares of Additional Shares of Common Stock or the Effective Price cannot be ascertained at the time of issuance, such Additional Shares of Common Stock shall be deemed issued immediately upon the occurrence of the first event that makes such number of shares or the Effective Price, as applicable, ascertainable.

(vii) In the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance (the “*First Dilutive Issuance*”), then in the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance

other than the First Dilutive Issuance as a part of the same transaction or series of transactions (a “*Subsequent Dilutive Issuance*”), then and in each such case upon a Subsequent Dilutive Issuance the Series Preferred Conversion Price shall be reduced to the Series Preferred Conversion Price that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(i) **Waiver of Antidilution Protection.** Notwithstanding anything to the contrary, any provision of Section 5(h) and any adjustments made or required to be made to any Series Preferred Conversion Price for the Series Preferred pursuant hereto may be waived on behalf of all shares of Series Preferred by the vote or written consent of the holders of at least sixty percent (60%) of the then-outstanding shares of Series Preferred, voting together as a single class on an as-if converted to Common Stock basis.

(j) **Certificate of Adjustment.** In each case of an adjustment or readjustment of any Series Preferred Conversion Price for the number of shares of Common Stock or other securities issuable upon conversion of any series of Series Preferred, if such Series Preferred is then convertible pursuant to this Section 5, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of such series of Series Preferred at the holder’s address as shown in the Company’s books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the applicable Series Preferred Conversion Price at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of such series of Series Preferred.

(k) **Notices of Record Date.** Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 4) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 4), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series Preferred at least ten (10) days prior to the record date, if any, specified therein (or if no record date is specified, the date upon which such action is to take effect, or in either case, such shorter period approved by the holders of at least sixty percent (60%) of the then-outstanding shares of Series Preferred, voting together as a single class on an as-if converted to Common Stock basis) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon

such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(l) Automatic Conversion.

(i) Each share of Series Preferred shall automatically be converted into shares of Common Stock, based on the then-effective applicable Series Preferred Conversion Rate for such series of Series Preferred, (A) at any time upon the affirmative election of the holders of at least sixty percent (60%) of the then-outstanding shares of the Series Preferred (voting together as a single class on an as-if converted to Common Stock basis), or (B) immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which (i) the price per share is at least four (4) times the Original Issue Price for the Series A-2 Preferred; and (ii) the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least \$50,000,000 (a "**Qualified Public Offering**"). Upon such automatic conversion, any declared but unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(ii) Upon the occurrence of either of the events specified in Sections 5(l)(i) (A) or (B) above, the outstanding shares of Series Preferred 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 Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series Preferred are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series Preferred, the holders of Series Preferred shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which such shares of Series Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared but unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(m) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one share of Common Stock (as determined by the Board, including the approval of at least one of the Series Designees) on the date of such conversion.

(n) **Reservation of Stock Issuable Upon Conversion.** The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series Preferred. 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 Series Preferred, the Company 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.

(o) **Notices.** Any notice required by the provisions of this Section 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

(p) **Payment of Taxes.** The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series Preferred so converted were registered.

6. **NO REISSUANCE OF SERIES PREFERRED.** No shares of Series Preferred acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

E. The rights, preferences, privileges, restrictions and other matters relating to the Common Stock are as follows:

(A) **Common Stock.**

1. **Dividend Rights.** Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Company legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. **Liquidation Rights.** Upon the liquidation, dissolution or winding up of the Company, or the occurrence of a Liquidation Transaction, the assets of the Company shall be distributed as provided in Section E(3) of Article IV above.

3. **Redemption.** The Common Stock is not mandatorily redeemable.

4. **Voting Rights and Powers.** Each holder of Common Stock shall be entitled to the right to one vote per share of Common Stock, to notice of any stockholders' meeting in accordance with the Bylaws of the Company and shall be entitled to vote upon such matters and in such manner as may be provided by law.

V.

A. The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

B. To the fullest extent permitted by applicable law, the Company is authorized to provide indemnification of, and advancement of expenses to, directors, officers, employees, other agents of the Company and any other persons to which the DGCL permits the Company to provide indemnification.

C. Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

VI.

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its stockholders or any class thereof, as the case may be, it is further *provided* that:

A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Amended and Restated Certificate of Incorporation.

B. Subject to any additional vote required by the Restated Certificate 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 Company.

C. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

VII.

Distributions by the Company may be made without regard to "preferential dividends arrears amount" or any "preferential rights," as such terms may be used in Section 500 of the California Corporations Code.

VIII.

The Company renounces, to the fullest extent permitted by law, any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any Excluded Opportunity. An “*Excluded Opportunity*” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of (i) any director of the Company who is not an employee of the Company or any of its subsidiaries, or (ii) any holder of Series Preferred or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the Company 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 Company.”

* * * *

FOUR: This Amended and Restated Certificate of Incorporation has been duly approved by the Board of the Company.

FIVE: This Amended and Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the DGCL. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL by the stockholders of the Company.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, ZANTTZ, INC. has caused this Amended and Restated Certificate of Incorporation to be signed by its Chief Executive Officer this 20th day of February 2014.

ZANTTZ, INC.

By: /s/ Eric Winsborrow
Eric Winsborrow
Chief Executive Officer