

**FIFTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF ALLYLIX INC.**

Allylix Inc., a corporation organized and existing under and by virtue of the General Corporation Law of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: The original Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State on April 21, 2004.

SECOND: The Corporation's Fourth Amended and Restated Certificate of Incorporation, as amended, is amended and restated in its entirety to read as follows:

ARTICLE I

The name of this corporation is Allylix Inc.

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

A. Classes of Stock. The Corporation is authorized to issue three classes of stock to be designated, respectively, "Common Stock", "Preferred Stock" and "Special Voting Stock". The total number of shares that the Corporation is authorized to issue is One Hundred Ninety-Two Million Twenty-Five Thousand Five Hundred Eighteen (192,025,518). One Hundred Sixteen Million Five Hundred Thousand (116,500,000) shares shall be Common Stock, par value \$0.0001 per share, Seventy-Five Million Five Hundred Twenty-Five Thousand Five Hundred Seventeen (75,525,517) shares shall be Preferred Stock, par value \$0.0001 per share, and one (1) share shall be Special Voting Stock, par value \$0.0001 per share.

B. Rights, Preferences and Restrictions of Preferred Stock. The Preferred Stock authorized by this Fifth Amended and Restated Certificate of Incorporation may be issued from time to time in one or more series. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A Convertible Preferred Stock ("Series A Preferred Stock"), which series shall consist of One Million Eight Hundred Thirty Eight Thousand Thirteen (1,838,013) shares, the Series B-2 Convertible Preferred Stock ("Series B-2 Preferred Stock"), which series

shall consist of One Million Seven Hundred Forty Thousand Fifty-Eight (1,740,058) shares, the Series C Convertible Preferred Stock ("Series C Preferred Stock"), which series shall consist of Thirty-Six Million Four Hundred Forty-Seven Thousand Four Hundred Forty-Six (36,447,446) shares, and the Series D Convertible Preferred Stock ("Series D Preferred Stock"), which series shall consist of Thirty-Five Million Five Hundred Thousand (35,500,000) shares are as set forth below in this Article IV(B). The Series A Preferred Stock, the Series B-2 Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock shall together be referred to herein as the "Preferred Stock."

1. Dividend Provisions.

(a) The holders of shares of Series A Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall be entitled to receive dividends (the "Fixed Dividends"), out of any assets legally available therefor, payable at a per annum rate equal to eight percent (8%) (the "Dividend Rate") of the Series A Original Issue Price (as hereafter defined), the Series B-2 Original Issue Price (as hereafter defined), the Series C Original Issue Price (as hereafter defined) and the Series D Original Issue Price (as hereafter defined), respectively, calculated from the date of issuance of each such share (the "Accrual Date"). For purposes of this Fifth Amended and Restated Certificate of Incorporation, the "Series A Original Issue Price" and the "Series B-2 Original Issue Price" will each be \$0.83 per share, the "Series C Original Issue Price" will be \$0.3791 per share, and the "Series D Original Issue Price" will be \$0.5299 per share, each as adjusted for any stock splits, stock dividends, recapitalizations or the like occurring after the filing date of this Fifth Amended and Restated Certificate of Incorporation (the "Filing Date"). The accrued Fixed Dividends on shares of Series D Preferred Stock shall be payable in cash when and if declared by the Board of Directors of the Corporation (the "Board"). The accrued Fixed Dividends on shares of Series C Preferred Stock shall be payable in cash when and if declared by the Board if and only if all accrued Fixed Dividends have been paid to the holders of Series D Preferred Stock. The accrued Fixed Dividends on shares of Series B-2 Preferred Stock shall be payable in cash when and if declared by the Board if and only if all accrued Fixed Dividends have been paid to the holders of Series D Preferred Stock and Series C Preferred Stock. The accrued Fixed Dividends on shares of Series A Preferred Stock shall be payable in cash when and if declared by the Board if and only if all accrued Fixed Dividends have been paid to the holders of Series D Preferred Stock, Series C Preferred Stock and Series B-2 Preferred Stock. Accrued Fixed Dividends on any shares of Series A Preferred Stock and Series B-2 Preferred Stock shall be cancelled upon conversion of such shares. Any dividends payable by the Corporation in excess of the Fixed Dividends ("Additional Dividends") shall (i) first be paid to the holders of Series D Preferred Stock until such holders have received aggregate Additional Dividends per share of Series D Preferred Stock that are equal to the Series D Original Issue Price, (ii) then be paid to the holders of Series C Preferred Stock until such holders have received aggregate Additional Dividends per share of Series C Preferred Stock that are equal to the Series C Original Issue Price, (iii) then be paid to the holders of Series B-2 Preferred Stock until such holders have received aggregate Additional Dividends per share of Series B-2 Preferred Stock that are equal to the Series B-2 Original Issue Price, (iv) then to the holders of Series A Preferred Stock until such holders have received aggregate Additional Dividends per share of Series A Preferred Stock that are equal to the Series

A Original Issue Price, and (v) thereafter to the holders of Common Stock, Series A Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock and Series D Preferred Stock on a pro rata basis, based upon the number of shares of Common Stock held by each assuming the full conversion of all shares of Preferred Stock. The Fixed Dividends will be cumulative from the applicable Accrual Date, and will accrue on a day to day basis from the applicable Accrual Date based, whether or not earned or declared.

(b) The Board will fix a record date for the determination of the holders of Preferred Stock entitled to receive payment of a dividend declared thereon, which record date will not be more than forty-five (45) days prior to the date fixed for payment of such dividends. Accrued Fixed Dividends on the Series D Preferred Stock that are not declared and paid will compound annually at the Dividend Rate. Accrued Fixed Dividends on the Series A Preferred Stock, Series B-2 Preferred Stock or Series C Preferred Stock that are not declared and paid will compound quarterly on each Dividend Compounding Date for each such series of Preferred Stock at the Dividend Rate. For purposes of this Fifth Amended and Restated Certificate of Incorporation, the "Dividend Compounding Date" for each share of Series A Preferred Stock, Series B-2 Preferred Stock and Series C Preferred Stock means the first day of each January, April, July and October following the date of issuance of such share.

(c) Unless all accrued Fixed Dividends (whether or not declared) on each share of Preferred Stock are paid, and the holders of each such share of Preferred Stock have received aggregate Additional Dividends per share of Preferred Stock which are equal to the Original Issue Price for each such share: (i) no dividends or other distributions (other than a dividend or distribution payable solely in Common Stock) may be declared, made or paid on any shares of Common Stock; (ii) no shares of Common Stock may be repurchased, exchanged, redeemed or otherwise acquired for any consideration by the Corporation, any subsidiary of the Corporation or any entity which the Corporation owns or controls (whether directly or indirectly), provided, however, that this restriction shall not apply to the Permitted Repurchases (as defined below); and (iii) no funds may be set apart or reserved with respect to any of the actions described in clauses (i) or (ii).

(d) In the event the Corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends pursuant to this Subsection B.1 of Article IV or dividends or other distributions payable solely in Common Stock), then, in each such case the property so distributed shall be valued for purposes of this Subsection B.1 of Article IV at its then fair market value per share as determined by both the Corporation and the vote or written consent of the holders of a majority of the voting power of the outstanding shares of Preferred Stock, voting as a single class on an as-converted to Common Stock basis (the "Preferred Majority"), or, if the Corporation and the Preferred Majority cannot agree on the fair market value per share, the fair market value per share as determined by a qualified independent appraiser selected by the Corporation and by the vote or written consent of the Preferred Majority; or if the Corporation and the Preferred Majority cannot agree on an appraiser, the average of the fair market value per share as determined by a qualified independent appraiser selected by the Corporation and the fair

market value per share as determined by a qualified independent appraiser selected by the vote or written consent of the Preferred Majority.

(e) In the event the amount of Fixed Dividends to be paid on the Preferred Stock at any time is not sufficient to pay the accrued but unpaid Fixed Dividends in full on such series of Preferred Stock, any partial payment of such Fixed Dividends will be made to the holders of such series of Preferred Stock ratably (on an as-if converted basis) in proportion to the aggregate accrued but unpaid portion of the Fixed Dividends on the shares of the applicable series of Preferred Stock held by such holders.

2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), whether voluntary or involuntary, the holders of Series D Preferred Stock will be entitled to receive in preference to the holders of all other equity securities of the Corporation an amount per share equal to the Series D Original Issue Price plus all accrued but unpaid Fixed Dividends and all other declared but unpaid dividends thereon (the "Series D Liquidation Preference"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of Series D Preferred Stock shall be insufficient to permit the payment to such holders of the full Series D Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series D Preferred Stock, in proportion to the preferential amount each such holder would otherwise be entitled to receive.

(b) After payment in full of the Series D Liquidation Preference, the holders of Series C Preferred Stock will be entitled to receive in preference to the holders of the Series B-2 Preferred Stock, the Series A Preferred Stock and the Common Stock, an amount per share equal to the Series C Original Issue Price plus all accrued but unpaid Fixed Dividends and all other declared but unpaid dividends thereon (the "Series C Liquidation Preference"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of Series C Preferred Stock shall be insufficient to permit the payment to such holders of the full Series C Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series C Preferred Stock, in proportion to the preferential amount each such holder would otherwise be entitled to receive.

(c) After payment in full of the Series D Liquidation Preference and the Series C Liquidation Preference, the holders of Series B-2 Preferred Stock will be entitled to receive in preference to the holders of Series A Preferred Stock and Common Stock an amount per share equal to the greater of (A) the Series B-2 Original Issue Price plus all accrued but unpaid Fixed Dividends and all other declared but unpaid dividends thereon, and (B) the aggregate amount that would be distributable with respect to the aggregate number of shares of Common Stock issuable upon conversion of such share of Series B-2 Preferred Stock (assuming for purposes of such calculation, the conversion of all other shares of Series B-2 Preferred Stock and Series A Preferred Stock) (the "Series B-2 Liquidation Preference"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of Series B-2 Preferred Stock shall

be insufficient to permit the payment to such holders of the full Series B-2 Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series B-2 Preferred Stock in proportion to the preferential amount each such holder would otherwise be entitled to receive.

(d) After payment in full of the Series D Liquidation Preference, the Series C Liquidation Preference and the Series B-2 Liquidation Preference, the holders of Series A Preferred Stock will be entitled to receive in preference to the holders of Common Stock an amount per share equal to the greater of (A) the Series A Original Issue Price plus all accrued but unpaid Fixed Dividends and all other declared but unpaid dividends thereon, and (B) the aggregate amount that would be distributable with respect to the aggregate number of shares of Common Stock issuable upon conversion of such share of Series A Preferred Stock (assuming for purposes of such calculation, the conversion of all other shares of Series A Preferred Stock) (the "Series A Liquidation Preference"). If upon the occurrence of such event, the assets and funds thus distributed among the holders of Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full Series A Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series A Preferred Stock in proportion to the preferential amount each such holder would otherwise be entitled to receive.

(e) After payment in full of the Series D Liquidation Preference, the Series C Liquidation Preference, the Series B-2 Liquidation Preference and the Series A Liquidation Preference, the remaining assets and funds of the Corporation legally available for distribution to stockholders of the Corporation shall be distributed ratably to the holders of shares of Common Stock, Series D Preferred Stock and Series C Preferred Stock on an as-converted to Common Stock basis.

(f) For purposes of this Article IV, a Liquidation Event shall include any of the following transactions, unless the Preferred Majority elects otherwise by written notice sent to the Corporation at least 10 days prior to the effective date of any such event:

(i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is a party (including, without limitation, any reorganization, merger or consolidation) that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation;

(ii) any consolidation or merger of the Corporation 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 shares of capital stock of the Corporation immediately prior to such consolidation, merger or reorganization, continue to represent a majority of the voting power of the surviving entity on an as-converted to Common Stock basis (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization, (provided that, for the purpose of this Subsection 2(f)(i), all shares of Common Stock or Preferred Stock issuable upon exercise of options, warrants or other rights outstanding immediately prior to such consolidation or merger shall be

deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of capital stock are converted or exchanged) (an "Acquisition"); *provided that* an Acquisition shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Corporation or any successor or indebtedness of the Corporation is cancelled or converted or a combination thereof; or

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

(g) If the consideration received by the Corporation upon a Liquidation Event is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

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

(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) days prior to the closing of such event;

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

(C) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Corporation and the vote or written consent of the Preferred Majority; or, if the Corporation and the Preferred Majority cannot agree on the fair market value, the fair market value as determined by a qualified independent appraiser selected by the Corporation and the vote or written consent of the Preferred Majority; or if the Corporation and the Preferred Majority cannot agree on an appraiser, the average of the fair market value as determined by a qualified independent appraiser selected by the Corporation and the fair market value as determined by a qualified independent appraiser selected by the vote or written consent of the Preferred Majority.

(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 fair market value determined as above in (i) (A), (B) or (C) to reflect the approximate fair market value thereof, as mutually determined by the Corporation and the vote or written

consent of the Preferred Majority; or, if the Corporation and the Preferred Majority cannot agree on the discount, the discount as determined by a qualified independent appraiser selected by the Corporation and the vote or written consent of the Preferred Majority; or if the Corporation and the Preferred Majority cannot agree on an appraiser, the average of the discount as determined by a qualified independent appraiser selected by the Corporation and the discount as determined by a qualified independent appraiser selected by the vote or written consent of the Preferred Majority.

(h) In the event of a Liquidation Event referred to in Subsection 2(f)(iii) or (iv), the Corporation will effect a dissolution of the Corporation under the Delaware General Corporation Law, and cause the distribution of the available proceeds from such Liquidation Event to occur in accordance with the applicable provisions of this Section 2, within 90 days after such Liquidation Event.

3. Redemption.

(a) At any time and from time to time after the fifth anniversary of the Filing Date, the Preferred Majority may require that the Corporation purchase the shares of Preferred Stock held by such holders, on a date selected by the Preferred Majority (each a "Redemption Date") that is at least six (6) months after written notice is given to the Corporation, and the Corporation shall purchase such shares, for a price per share (the "Redemption Price") equal to the greater of: (A) the sum of (i) the Series D Original Issue Price, the Series C Original Issue Price, the Series B-2 Original Issue Price or the Series A Original Issue Price (each an "Original Issue Price"), as applicable, plus (ii) all accrued but unpaid dividends, including Fixed Dividends, with respect to such share, (B) an amount which, after taking into account the receipt of all prior dividends, including Fixed Dividends, provides a holder of such share with an amount equal to 150% of the applicable Original Issue Price, or (C) the fair market value of such share as of the date of such notice as mutually determined by the Corporation and the vote or written consent of the Preferred Majority, or, if the Corporation and the Preferred Majority cannot agree on the fair market value, the fair market value as determined by a qualified independent appraiser selected by the Corporation and by the vote or written consent of the Preferred Majority; or, if the Corporation and the Preferred Majority cannot agree on an appraiser, the average of the fair market value as determined by a qualified independent appraiser selected by the Corporation and the fair market value as determined by a qualified independent appraiser selected by the vote or written consent of the Preferred Majority. Such shares of Preferred Stock shall be redeemed in three (3) annual installments, and the number of shares of Preferred Stock that the Corporation shall be required to redeem on any one Redemption Date shall be equal to the amount determined by dividing (x) the aggregate number of shares of Preferred Stock outstanding immediately prior to the Redemption Date by (y) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). Shares subject to redemption pursuant to this Subsection B.3(a) shall be redeemed from each holder of Preferred Stock on a pro rata basis, based on the number of shares of Preferred Stock then held.

(b) At least fifteen (15) but no more than thirty (30) days prior to each Redemption Date, written notice (the "Redemption Notice") shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Preferred Stock to be redeemed, at the address last shown on the records of the Corporation for such holder, notifying such holder of the redemption to be effected on the applicable Redemption Date, specifying the number of shares to be redeemed from such holder, the Redemption Date, the applicable Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, the holder's certificate or certificates representing the shares to be redeemed (the "Redemption Shares"). Except as provided in Subsection B.3(c), on or after each Redemption Date, each holder of the Redemption Shares to be redeemed on such Redemption Date 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 applicable Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. 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.

(c) From and after the applicable Redemption Date, unless there shall have been a default in payment of any applicable Redemption Price, all rights of the holders of Redemption Shares designated for redemption on such Redemption Date in the Redemption Notice as holders of such Preferred Stock (except the right to receive the applicable Redemption Price without interest upon surrender of their certificate or certificates), shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for the redemption of the Redemption Shares on a Redemption Date are insufficient to redeem the total number of shares to be redeemed on such date, those funds that are legally available will be used to redeem the maximum possible number of such shares of each series of Preferred Stock in the following order of preference: first, the Series D Preferred Stock; second, the Series C Preferred Stock; and third, the Series B-2 Preferred Stock and the Series A Preferred Stock, on a pari passu basis. If upon the occurrence of such redemption, the assets and funds of the Corporation are insufficient to permit the redemption of all of the shares of Series D Preferred Stock (subject to Subsection B.3(d) below), the entire assets and funds of the Corporation legally available for use in such redemption shall be distributed ratably among the holders of Series D Preferred Stock in proportion to the amount each such holder would otherwise be entitled to receive. If upon the occurrence of such redemption, the assets and funds of the Corporation are insufficient to permit the redemption of all of the shares of Series C Preferred Stock (subject to Subsection B.3(d) below) and all of the shares of Series D Preferred Stock (subject to Subsection B.3(d) below) have been redeemed, the entire assets and funds of the Corporation legally available for use in such redemption shall be distributed ratably among the holders of Series C Preferred Stock in proportion to the amount each such holder would otherwise be entitled to receive. If upon the occurrence of such redemption, the assets and funds of the Corporation are insufficient to permit the redemption of all of the shares of Series B-2 Preferred Stock and Series A Preferred Stock (subject to Subsection B.3(d) below) and all of the shares of Series D Preferred Stock and Series C Preferred Stock (subject to Subsection B.3(d) below) have been redeemed, the

entire assets and funds of the Corporation legally available for use in such redemption shall be distributed ratably among the holders of Series B-2 Preferred Stock and Series A Preferred Stock in proportion to the amount each such holder would otherwise be entitled to receive, on a pari passu basis.

(d) Notwithstanding anything to the contrary in the foregoing, any holder of shares of Preferred Stock may elect to exclude all or any portion of the shares of Preferred Stock held by such holder from being redeemed by the Corporation by providing written notice to the Corporation mailed, first class postage, at least ten (10) days prior to the applicable Redemption Date.

(e) All shares of Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein and the Fixed Dividends as provided for in Subsection B.1 shall continue to accrue with respect to such shares. Subject to Subsection B.3(d) above, at any time thereafter when additional funds of the Corporation are legally available for the redemption of of such shares of Preferred Stock, such funds will immediately be used to redeem, first, the balance of the shares of Series D Preferred Stock that the Corporation has become obliged to redeem but that it has not redeemed, second, the balance of the shares of Series C Preferred Stock that the Corporation has become obliged to redeem but that it has not redeemed and then third, the balance of the shares of Series B-2 and Series A Preferred Stock that the Corporation has become obliged to redeem but that it has not redeemed, on a pari passu basis.

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

(a) Optional Conversion.

(i) Each share of Preferred Stock may at any time be converted as set forth below into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the applicable Original Issue Price by the Conversion Price applicable to such series of Preferred Stock, determined as hereafter provided in Subsection B.4(b), in effect on the date the certificate is surrendered for conversion.

(ii) All of the unpaid Fixed Dividends on each share of Series D Preferred Stock and Series C Preferred Stock converted into shares of Common Stock pursuant to Subsection B.4(a)(i) that are accrued and unpaid as of the Conversion Time (as defined below) (the "Optional Conversion Accrued Dividends") shall either be (A) paid in cash at or before the Conversion Time or (B) converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Optional Conversion Accrued Dividends by the higher of (x) the fair market value per share of the Common Stock as of the Conversion Time or (y) the applicable Conversion Price as of the Conversion Time; *provided, however* that the Corporation shall, in its sole and absolute discretion, elect whether the Optional Conversion Accrued Dividends are paid in cash or converted into Common Stock pursuant to this Subsection B.4(a)(ii). In the event the Corporation elects to convert the Optional Conversion Accrued Dividends into Common Stock pursuant to this Subsection B.4(a)(ii) then the fair market value

per share of the Common Stock shall be determined by both the Corporation and the vote or written consent of the holders of a majority of the Series D Preferred Stock, Series C Preferred Stock and Special Voting Stock, voting together on an as-converted to Common Stock basis (the “Senior Preferred Majority”), or, if the Corporation and the Senior Preferred Majority cannot agree on the fair market value per share, the fair market value per share of the Common Stock as determined by a qualified independent appraiser selected by the Corporation and by the vote or written consent of the Senior Preferred Majority; or if the Corporation and the Senior Preferred Majority cannot agree on an appraiser, the average of the fair market value per share as determined by a qualified independent appraiser selected by the Corporation and the fair market value per share as determined by a qualified independent appraiser selected by the vote or written consent of the Senior Preferred Majority (the “Common Stock Valuation Procedure”).

(b) Conversion Price.

(i) Series A Conversion Price. The conversion price for the Series A Preferred Stock shall initially be \$0.3668 (the “Series A Conversion Price”). The Series A Conversion Price shall be subject to adjustment as set forth in Subsections B.4.(g) and B.4.(h). All references to the Series A Conversion Price herein shall mean the Series A Conversion Price as so adjusted.

(ii) Series B-2 Conversion Price. The conversion price for the Series B-2 Preferred Stock shall initially be \$0.3668 (the “Series B-2 Conversion Price”). The Series B-2 Conversion Price shall be subject to adjustment as set forth in Subsections B.4.(g) and B.4.(h). All references to the Series B-2 Conversion Price herein shall mean the Series B-2 Conversion Price as so adjusted.

(iii) Series C Conversion Price. The conversion price for the Series C Preferred Stock shall initially be the Series C Original Issue Price (the “Series C Conversion Price”). The Series C Conversion Price shall be subject to adjustment as set forth in Subsections B.4.(g) and B.4.(h). All references to the Series C Conversion Price herein shall mean the Series C Conversion Price as so adjusted.

(iv) Series D Conversion Price. The conversion price for the Series D Preferred Stock shall initially be the Series D Original Issue Price (the “Series D Conversion Price”). The Series D Conversion Price shall be subject to adjustment from time to time as set forth in Subsections B.4.(g) and B.4.(h). In addition, upon the occurrence of an Adjustment Event (as defined in the Series D Purchase Agreement), the Series D Conversion Price then in effect shall be adjusted, as of the date of such Adjustment Event, to a price determined by multiplying the Series D Conversion Price then in effect by the Adjustment Multiplier (as defined in the Series D Purchase Agreement). All references to the Series D Conversion Price herein shall mean the Series D Conversion Price as so adjusted.

(v) References to Conversion Price. The Series A Conversion Price, Series B-2 Conversion Price, the Series C Conversion Price and the Series D Conversion Price shall each be referred to herein as a “Conversion Price”.

(c) Termination of Conversion Rights. In the event of a Liquidation Event, the right to convert shares of Preferred Stock as set forth in Subsection B.4(a)(i), and all rights with respect to the Optional Conversion Accrued Dividends as set forth in Subsection B.4(a)(ii), shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock; *provided, however*, nothing herein shall be deemed to affect the rights of the holders of Preferred Stock to the amounts they are entitled to with respect to a Liquidation Event (including amounts calculated with reference to accrued and unpaid dividends).

(d) Mechanics of Conversion.

(i) Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate and, as applicable, the Optional Conversion Accrued Dividends, shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection B.4(j)(i) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion, (iii) pay all declared but unpaid dividends on the shares of Preferred Stock converted and (iv) as applicable, pay in cash the Optional Conversion Accrued Dividends.

(ii) Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at

the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor (including, as applicable, with respect to the Optional Conversion Accrued Dividends), to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection B.4(j)(i), to receive payment of any dividends declared but unpaid thereon and, as applicable, to receive payment of any Optional Conversion Accrued Dividends. Any shares of Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

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

(iv) Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Preferred Stock and, as applicable, the Optional Conversion Accrued Dividends), pursuant to this Subsection B.4(d). The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(e) Automatic Conversion.

(i) The conversion of all shares of Preferred Stock, at the then applicable conversion rate specified in Subsection B.4(a)(i), shall automatically occur (i) immediately prior to the Corporation's sale of its Common Stock in a firm-commitment underwritten public offering pursuant to an effective registration statement on Form S-1 or a comparable successor form then in effect under the Securities Act of 1933, as amended, the public offering price of which is not less than four (4) times the Series D Original Issue Price per share (adjusted to reflect subsequent stock dividends, stock splits or recapitalizations occurring after the Filing Date) and proceeds to the Corporation which are not less than \$40,000,000 in the aggregate (net of underwriters' discounts and expenses) (a "Qualifying IPO") or (ii) on the date and time, or the occurrence of an event, specified by a vote or written consent of the Preferred Majority (a "Preferred Majority Automatic Conversion") upon which the Corporation obtains the consent or affirmative vote to such automatic conversion from the Preferred Majority (the time of such conversion pursuant to either clause (i) or (ii) is referred to herein as the "Automatic Conversion Time").

(ii) All of the unpaid Fixed Dividends on each share of Series D Preferred Stock or Series C Preferred Stock converted into shares of Common Stock pursuant to

Subsection B.4(e)(i) that are accrued and unpaid as of the Automatic Conversion Time (the “Automatic Conversion Accrued Dividends”, and together with the Optional Conversion Accrued Dividends, the “Conversion Accrued Dividends”) shall, in the event of a Qualifying IPO, automatically be paid in cash by the Corporation at the Automatic Conversion Time. In the event of a Preferred Majority Automatic Conversion, the Automatic Conversion Accrued Dividends shall either be (A) paid in cash at or before the Automatic Conversion Time or (B) converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Automatic Conversion Accrued Dividends by the higher of (X) the fair market value per share of the Common Stock as of the Automatic Conversion Time or (Y) the applicable Conversion Price as of the Automatic Conversion Time; *provided, however* that the Corporation shall, in its sole and absolute discretion, elect whether the Automatic Conversion Accrued Dividends are paid in cash or converted into Common Stock in connection with a Preferred Majority Automatic Conversion pursuant to this Subsection B.4(e)(ii). In the event the Corporation elects to convert the Automatic Conversion Accrued Dividends into Common Stock pursuant to this Subsection B.4(e)(ii) then the fair market value per share of the Common Stock shall be determined by the Common Stock Valuation Procedure.

(iii) All holders of record of shares of Preferred Stock shall be sent written notice of the Automatic Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Subsection B.4(e)(iii). Such notice need not be sent in advance of the occurrence of the Automatic Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock and, as applicable, Automatic Conversion Accrued Dividends, converted pursuant to Subsections B.4(e)(i) and (ii), respectively, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Automatic Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection B.4(e)(iii). As soon as practicable after the Automatic Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof including, as applicable, shares issuable in payment of any Automatic Conversion Accrued Dividends together with cash as provided in Subsection B.4(j)(i) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but

unpaid dividends on the shares of Preferred Stock converted and, as applicable, cash for payment of any Automatic Conversion Accrued Dividends. Such converted shares of Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Preferred Stock accordingly.

(f) 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 Preferred Stock, such number of shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Preferred Stock (other than for dividends accrued on 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 Preferred Stock, in addition to such other remedies as shall be available to the holders of Preferred Stock, the Corporation will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to this Fifth Amended and Restated Certificate of Incorporation.

(g) Conversion Price Adjustments of Preferred Stock for Splits and Combinations. If at any time or from time to time on or after the date that the Filing Date the Corporation effects a subdivision of the outstanding Common Stock, the applicable Conversion Price in effect immediately before that subdivision shall be proportionately decreased. Conversely, if at any time or from time to time after the Filing Date the Corporation combines the outstanding shares of Common Stock into a smaller number of shares, the applicable Conversion Price in effect immediately before the combination shall be proportionately increased. Any adjustment under this Subsection B.4(g) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(h) Sale of Shares Below Applicable Conversion Price.

(i) If the Corporation shall issue, at any time after the Filing Date, any Additional Shares of Common Stock (as defined below) without consideration for an Effective Price (as defined below) that is less than the Conversion Price then in effect with respect to any series of Preferred Stock, then, in each such case, such Conversion Price shall be reduced, as of the opening of business on the date of such issue, to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock deemed outstanding (as defined below) immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock deemed outstanding immediately prior to such issuance plus the number of Additional Shares of Common Stock so issued. For the purposes of the preceding sentence, the number of shares of "Common Stock deemed outstanding" as of a given date shall be the sum of (A) the number of shares of Common Stock actually outstanding, (B) the number of shares of Common Stock into which the then outstanding

shares of Preferred Stock could be converted if fully converted into Common Stock under this Subsection B.4 on the day immediately preceding the given date, and (C) the number of shares of Common Stock which could be obtained through the exercise or conversion of all other rights, options and convertible securities outstanding or exercisable on the day immediately preceding the given date.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of any series of Preferred Stock shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives the prior written consent of the Preferred Majority agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

(iii) Except to the limited extent provided for in Subsections B.4(h)(vi)(C) or (D), no adjustment of the Conversion Price of any series of Preferred Stock pursuant to this Subsection B.4(h) shall have the effect of increasing the Conversion Price above the Conversion Price for such series in effect immediately prior to such adjustment.

(iv) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefore before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(v) In the case of the issuance of the Common Stock for consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board irrespective of any accounting treatment.

(vi) In the case of the issuance of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Subsection B.4(h):

(A) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential anti-dilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for consideration equal to the consideration (determined in the manner provided in Subsections B.4(h)(iv) and (v), if any, received by the Corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential anti-dilution adjustments) for the Common Stock covered thereby.

(B) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange for (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time,

but without taking into account potential anti-dilution adjustments), any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for consideration equal to the consideration, if any, received by the Corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential anti-dilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Subsections B.4(h)(iv) and (v).

(C) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the anti-dilution provisions thereof (unless such options or rights or convertible or exchangeable securities were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock deemed outstanding, the applicable Conversion Price, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(D) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities (unless such options or rights or convertible or exchangeable securities were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock deemed outstanding, the applicable Conversion Price, to the extent in any way affected by such options, rights or securities or options or rights related to such securities, shall be readjusted as if such options, rights or securities or options or rights related to such securities had not been issued.

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

(viii) "Additional Shares of Common Stock" shall mean any shares of Common Stock issued or deemed to have been issued pursuant to Subsection B.4(h) by the Corporation after the Filing Date other than the following (collectively the "Exempted Securities"):

(A) Shares of Common Stock issued pursuant to a transaction described in Subsection B.4(i) hereof;

(B) Shares of Common Stock issued upon conversion of the Preferred Stock (or the conversion of dividends on the Series D Preferred Stock or Series C Preferred Stock);

(C) Shares of Common Stock issued upon the exercise or conversion of other stock, options, warrants convertible stock or securities outstanding as of the Filing Date;

(D) Shares of Common Stock issuable or issued to employees, consultants, directors or vendors (if in transactions with primarily compensatory, non-financing purposes) of the Corporation pursuant to any stock option plans or restricted stock plan approved by the Board or assumed pursuant to an acquisition;

(E) Shares of Common Stock or options or warrants exercisable for Common Stock issued with the approval of the Board to banks, savings and loan associations, equipment lessors or other similar lending institutions in connection with such entities providing credit facilities or financing to the Corporation;

(F) Shares of Common Stock or Preferred Stock issued upon conversion of securities or exercise of warrants issued pursuant to that certain Note and Warrant Purchase Agreement dated November 8, 2011, by and among the Corporation and the purchasers listed on the Schedule of Purchasers thereto, as may be amended from time to time; or

(G) Shares of Common Stock issued pursuant to a Qualifying IPO.

(i) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination, reorganization or merger or sale of assets transaction provided for elsewhere in Subsections B.2 or B.4), provision shall be made so that the holders of Preferred Stock shall thereafter be entitled to receive upon conversion of such series of Preferred Stock, in lieu of each share of Common Stock otherwise issuable upon such conversion, the number of shares of stock or other securities or property of the Corporation or otherwise, to which a holder of the number of shares of Common Stock deliverable upon conversion would have been entitled upon such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Subsection B.4 with respect to the rights of the holders of Preferred Stock after the recapitalization to the end that the provisions of Subsection B.4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(j) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Conversion Price of the Preferred Stock, pursuant to this Subsection B.4, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare 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 (A) such adjustment and readjustment, (B) the Conversion Price for such series of Preferred Stock at the time in effect, and (C) 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 such series of Preferred Stock.

(k) Notices of Record Date. In the event:

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

(B) of any capital reorganization of the Corporation or any reclassification of the Common Stock of the Corporation; or

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

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

exchange applicable to the Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

(l) Notices. Any notice required by the provisions of this Subsection B.4 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 his address appearing on the books of the Corporation.

5. Voting Rights.

(a) General Rights. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting) each holder of shares of Preferred Stock shall have the right to one vote for each share of Common Stock into which such Preferred Stock could then be converted as of the record date for determining stockholders entitled to vote on such matter. With respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could then be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) Election of Directors.

(i) The Board shall consist of seven (7) directors.

(ii) For so long as not fewer than 20% of the shares of Series D Preferred Stock issued pursuant to that certain Series D Stock Purchase Agreement, dated on or about the Filing Date, by and between the Corporation and the purchasers listed on the signature pages thereto (the "Series D Purchase Agreement") are outstanding (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Series D Preferred Stock after the Filing Date), the holders of record of the shares of Series D Preferred Stock, voting as a separate class on an as-converted to Common Stock basis, shall be entitled to elect one (1) director of the Corporation (the "Series D Director").

(iii) For so long as not fewer than 20% of the shares of Series C Preferred Stock issued pursuant to that certain Series C Preferred Stock and Special Voting Stock Purchase Agreement dated January 28, 2010, by and among the Corporation and certain purchasers named therein (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Series C Preferred Stock after the Filing Date) remain outstanding, the holders of record of the shares of Series C Preferred Stock and Special Voting Stock, voting as a

separate class on an as-converted to Common Stock basis, shall be entitled to elect two (2) directors of the Corporation (the "Series C Directors").

(iv) For so long as not fewer than an aggregate of 715,000 shares of Series A Preferred Stock and Series B-2 Preferred Stock are outstanding (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Series A Preferred Stock and/or Series B-2 Preferred Stock after the Filing Date), the holders of record of the shares of Series A Preferred Stock and Series B-2 Preferred Stock, voting together as a single class on an as-converted to Common Stock basis, shall be entitled to elect one (1) director of the Corporation (the "Series A/B-2 Director").

(v) The holders of record of the shares of Common Stock, voting as a separate class, shall be entitled to elect one (1) director of the Corporation.

(vi) The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Preferred Stock), voting together as a single class on an as-converted to Common Stock basis, shall be entitled to elect the balance of the total number of directors of the Corporation.

(vii) Any director that may be elected as provided in Subsection B.5(b) above may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Preferred Stock or Common Stock, as applicable, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to Subsection B.5(b), then any directorship not so filled shall remain vacant until such time as the holders of the Preferred Stock or Common Stock, as applicable, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director.

(c) Separate Vote of the Preferred Majority. For so long as at least 40% of the shares of Series D Preferred Stock issued pursuant to that certain Series D Stock Purchase Agreement (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Series D Preferred Stock after the Filing Date) remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the Preferred Majority shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):

(i) Any liquidation, dissolution or winding up of the affairs of the Corporation, or the Corporation effecting any Liquidation Event;

(ii) Any amendment, alteration, or repeal of or any addition to any provision of the Corporation's Fifth Amended and Restated Certificate of Incorporation or Bylaws;

(iii) Any increase or decrease in the authorized number of any class or series of shares of the Corporation's capital stock;

(iv) Any creation or authorization of the creation of (i) any new class or series of shares of the Corporation's capital stock or (ii) any other security convertible into or exercisable for any equity security of the Corporation, in either case having rights, preferences or privileges senior to or on a parity with the Preferred Stock;

(v) Any payment of any dividend on any shares of the Corporation's capital stock other than payments of dividends on Preferred Stock in accordance with Subsection B.1 or Subsection B.2;

(vi) Any redemption, repurchase, payment or declaration of dividends, other than payment of the Optional Conversion Accrued Dividends pursuant to Subsection B.4, or other distributions with respect to Common Stock or Preferred Stock, other than (i) payment of the Optional Conversion Accrued Dividends pursuant to Subsection B.4, (ii) pursuant to agreements with employees, advisors, consultants or service providers granting the Corporation the right to repurchase equity securities upon the termination of services, or in the exercise of the Corporation's rights of first refusal or (iii) the redemption of any Preferred Stock pursuant to Subsection B.3 ("Permitted Repurchases");

(vii) Any creation, or the holding of any capital stock in, any subsidiary of the Corporation, or the sale, transfer or other disposition of any capital stock of any subsidiary of the Corporation, or the permitting of any subsidiary of the Corporation to sell, lease, transfer, exclusively license or otherwise dispose of all or substantially all of the assets of such subsidiary;

(viii) Any increase or decrease to the authorized size of the Board;

(ix) Any triggering or effecting of a sale of Common Stock in a firm-commitment underwritten public offering pursuant to an effective registration statement on Form S-1 or a comparable successor form then in effect under the Securities Act of 1933, as amended;

(x) Any pledge or encumbrance of any material asset, technology or intellectual property of the Corporation;

(xi) Any creation or commitment by the Corporation to enter into any joint venture, licensing agreement, or exclusive marketing or other distribution agreement with respect to the Corporation's products or services, other than in the ordinary course of business consistent with past practice or which is not otherwise material to the Corporation;

(xii) Any acquisition of stock, material assets or the business of any other entity; or

(xiii) Any material change to the nature of the Corporation's business, or any engagement in any material new business.

(d) Separate Vote of the Series D Majority. For so long as at least 40% of the shares of Series D Preferred Stock issued pursuant to the Series D Stock Purchase Agreement (subject to adjustment for any stock split, reverse stock split or other similar event affecting the Series D Preferred Stock after the Filing Date) remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least 75% of the Series D Preferred Stock then outstanding shall be necessary for effecting or validating the following actions (whether by merger, recapitalization or otherwise):

(i) Any of the actions listed in Subsection B.5.(c) to the extent that such action would disproportionately affect or discriminate against the holders of Series D Preferred Stock, or would have an impact on any of the special rights expressly granted to the holders of Series D Preferred Stock in a manner that is disproportionate to or discriminatory against the holders of Series D Preferred Stock, in each case as compared to the other classes or series of Preferred Stock;

(ii) Any alteration or change of the preferences, rights, privileges or powers of, or the restrictions provided for the benefit of, the Series D Preferred Stock; or

(iii) Any payment of any dividend on any shares of the Corporation's capital stock other than payments of dividends on Preferred Stock in accordance with Subsection B.1 or Subsection B.2.

6. Preemptive Rights. Any holder of shares of Preferred Stock shall have such preemptive rights as are granted in any agreement to which the Corporation and such holder are a party.

7. Costs of Appraisal. In the event of an appraisal by one or more independent appraisers selected by the Corporation or any stockholder (or group thereof) pursuant to this Fifth Amended and Restated Certificate of Incorporation, the Corporation shall pay any and all fees and expenses of any such appraisers.

C. Common Stock.

1. Dividend Rights. The holders of Common Stock shall be entitled to receive, when and as declared by the Board, out of any assets of the Corporation legally available therefor, dividends as provided in Subsection B.1(a).

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of the Corporation, the holders of Common Stock shall have the liquidation rights as provided in Subsection B.2.

3. Voting Rights. The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law; provided, however, that except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to the Fifth Amended and Restated Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Fifth Amended and Restated Certificate of Incorporation or pursuant to the General Corporation Law of the State of Delaware. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of Preferred Stock that may be required by the terms of this Fifth Amended and Restated Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

4. Preemptive Rights. Any holder of shares of Common Stock shall have such preemptive rights as are granted in any agreement to which the Corporation and such holder are a party.

D. Special Voting Stock.

1. Dividend Rights. The holders of Special Voting Stock shall not be entitled to receive any dividends.

2. Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of Special Voting Stock shall not have any liquidation rights and therefore shall not be entitled to receive any assets or funds of the Corporation legally available for distribution.

3. Voting Rights. The holder of each share of Special Voting Stock shall be entitled to that number of votes attributable (in accordance with and as set forth in Subsection B.5(a)) to 6,594,566 shares of Series C Preferred Stock and 3,604,355 shares of Series D Preferred Stock, as adjusted for any stock splits, stock dividends, recapitalizations or the like occurring after the Filing Date. The holders of Special Voting Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law; provided, however, that except as otherwise required by law, the holder of each share of Special Voting Stock shall be entitled to vote, together with the holders of Series C Preferred Stock and Series D Preferred Stock, with

respect to any question upon which holders of Series C Preferred Stock and Series D Preferred Stock have the right to vote.

4. Preemptive Rights. The holders of Special Voting Stock shall not have any preemptive rights, except for those that are specifically granted in any agreement to which the Corporation and such holder are a party.

5. Redemption. At any time on or after the date on which the holder of Special Voting Stock (or its permitted assignee) becomes the registered owner of one or more shares of Series C Preferred Stock or Series D Preferred Stock (or Common Stock into which such Series C Preferred Stock or Series D Preferred Stock is converted), directly or indirectly, the Corporation may redeem and cancel the share of Special Voting Stock (the "Special Voting Stock Redemption") upon payment to such holder of \$1.00 (the "Special Voting Stock Redemption Price"); *provided that* the holding of a limited partnership interest in Allylix Canada Limited Partnership in the form and manner held as of the Filing Date shall not constitute an indirect holding of any shares of the Corporation's capital stock and Avrio Ventures L.P. shall not be deemed a registered owner of any shares of Series C Preferred Stock or Series D Preferred Stock solely as a result of the holding of such limited partnership interest. The Corporation shall deliver to the holder of the Special Voting Stock a notice, at the address last shown on the records of the Corporation for such holder, notifying such holder of the Special Voting Stock Redemption to be effected and specifying the redemption date (the "Special Voting Stock Redemption Date"). The Special Voting Stock Redemption Price will be payable to the order of the person whose name appears on the certificate representing the Share of Special Voting Stock as the owner thereof and the surrendered certificate shall be canceled. From and after the Special Voting Stock Redemption Date, all rights of the holder of the share of the Special Voting Stock shall cease with respect to such share, and such share shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

ARTICLE V

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

ARTICLE VI

The number of directors of the Corporation shall be fixed from time to time in the manner provided in the Bylaws of the Corporation.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

A director of the Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Delaware as it now exists or as it may hereafter be amended, not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law of the State of Delaware is amended, after approval by the stockholders of this Article, to authorize corporation action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

Any amendment, repeal or modification of the foregoing provisions of this Article IX, or the adoption of any additional provisions to this Fifth Amended and Restated Certificate of Incorporation inconsistent with this Article IX, shall not apply to or adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of such director with respect to any acts or omissions of such director occurring prior to, such amendment, repeal, modification or adoption.

ARTICLE X

To the fullest extent permitted by applicable law, the Corporation shall provide indemnification of (and advancement of expenses to) directors of the Corporation in their capacity as such. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) officers and agents of the Corporation in their capacity as such (and any other persons to which General Corporation Law of the State of Delaware permits the Corporation to provide indemnification). Such indemnification may be provided through bylaw provisions, agreements with such directors, officers, agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of the State of Delaware, subject only to limits created by applicable provisions of the General Corporation Law of the State of Delaware (statutory or non-statutory), with respect to actions for breach of duty to the Corporation, its stockholders, and others.

The Corporation may purchase and maintain in force a directors and officers insurance policy, the amount of which shall be determined from time to time by the Board.

Any amendment, repeal or modification of the foregoing provisions of this Article X, or the adoption of any additional provisions to this Fifth Amended and Restated Certificate of

Incorporation inconsistent with this Article X, shall not apply to or adversely affect any right or protection of a director, officer or agent of the Corporation, or other person, existing at the time of, or increase the liability of such director, officer, agent or other person with respect to any acts or omissions of such director, officer, agent or other person occurring prior to, such amendment, repeal or modification.

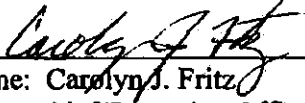
THIRD: This Fifth Amended and Restated Certificate of Incorporation has been duly approved by the Board of Directors of the Corporation.

FOURTH: This Fifth Amended and Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of the Corporation in accordance with Section 228 of the Delaware General Corporation Law. This Fifth Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the Delaware General Corporation Law by the stockholders of the Corporation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Fifth Amended and Restated Certificate of Incorporation on February 27, 2012.

ALLYLIX INC.

By: 
Name: Carolyn J. Fritz
Title: Chief Executive Officer