

**CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
ARTISAN PHARMA, INC.**

Artisan Pharma, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify:

1. Pursuant to Section 242 of the DGCL, this Certificate of Amendment to Amended and Restated Certificate of Incorporation (this "Amendment") amends certain provisions of the Amended and Restated Certificate of Incorporation of the Corporation, as currently in effect (the "Certificate").

2. This Amendment has been approved and duly adopted by the Corporation's Board of Directors and written consent of the stockholders has been given in accordance with the provisions of Sections 228 and 242 of the DGCL, and the provisions of the Certificate.

3. The Certificate is hereby amended by deleting the first paragraph of Article Fourth and replacing it with the following:

"The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 50,000,000 shares of Common Stock, \$0.001 par value per share ("Common Stock"), and (ii) 22,000,000 shares of Preferred Stock, \$0.001 par value per share ("Preferred Stock").

4. The Certificate is hereby amended by deleting the period at the end of Section 4.4.1(d)(x) to Article Fourth, part C, and replacing such period with the following:

"; or"

5. The Certificate is hereby amended by adding the following as a new Section 4.4.1(d)(xi) to Article Fourth, part C:

"(xi) shares of Common Stock issued upon a Special Mandatory Conversion (as defined below)."

6. The Certificate is hereby amended by adding the following as a new Section 5A to Article Fourth, part C, with such new Section to be inserted after Section 5:

"5A. Special Mandatory Conversions.

5A.1 Trigger Events.

(a) In the event that any Purchaser (as defined in the December Purchase Agreement), fails to purchase its entire December Allocation (as defined in the

December Purchase Agreement) at the Closing (as defined in the December Purchase Agreement), then (i) if such Purchaser funded fifty percent (50%) or less of its December Allocation, then all shares of Preferred Stock held by such Purchaser and all other securities, including without limitation convertible promissory notes and warrants, directly or indirectly convertible, exchangeable or exercisable for shares of Preferred Stock, regardless of whether such series of Preferred Stock into which such securities are convertible, exercisable or exchangeable have been authorized (the "Preferred Stock Instruments"), shall automatically, and without any further action on the part of such holder, be converted into shares, or the right to receive shares, of Common Stock at a rate of 10 to 1, such that with respect to (A) outstanding shares of Preferred Stock, each 10 shares of Preferred Stock outstanding immediately prior to the Closing, shall be converted into 1 share of Common Stock, effective upon, subject to, and concurrently with, the Closing and (B) outstanding Preferred Stock Instruments, for each 10 shares of Preferred Stock into which such Preferred Stock Instruments are convertible, exchangeable or exercisable immediately prior to the Closing, shall be converted into the right to receive 1 share of Common Stock upon such conversion, exchange or exercise, effective upon, subject to, and concurrently with the Closing, or (ii) if such Purchaser funded greater than fifty percent (50%) but less than all of its December Allocation, then a percentage, equal to the percentage of its December Allocation that such Purchaser failed to fund at the Closing, of such Purchaser's outstanding shares of Preferred Stock and Preferred Stock Instruments shall automatically and without further action on the part of such Purchaser convert into shares, or the right to receive shares, of Common Stock on a 10 for 1 basis, such that with respect to (A) outstanding shares of Preferred Stock, each 10 shares of Preferred Stock outstanding immediately prior to the Closing, shall be converted into 1 share of Common Stock, effective upon, subject to, and concurrently with, the Closing and (B) outstanding Preferred Stock Instruments, for each 10 shares of Preferred Stock into which such Preferred Stock Instruments are convertible, exchangeable or exercisable immediately prior to the Closing, shall be converted into the right to receive 1 share of Common Stock upon such conversion, exchange or exercise, effective upon, subject to, and concurrently with the Closing. "December Purchase Agreement" means that certain Convertible Promissory Note Purchase Agreement, dated as of December 21, 2009, by and among the Corporation and the Purchasers named therein.

(b) In the event that any Purchaser, fails to purchase its entire Series B Allocation (as defined in the December Purchase Agreement) at the Series B Closing (as defined in the December Purchase Agreement), then (i) if such Purchaser funded fifty percent (50%) or less of its Series B Allocation, then all outstanding shares of Preferred Stock and Preferred Stock Instruments held by such Purchaser, shall automatically, and without any further action on the part of such holder, be converted into shares, or the right to receive shares, of Common Stock at a rate of 10 to 1, such that with respect to (A) outstanding shares of Preferred Stock, each 10 shares of Preferred Stock outstanding immediately prior to the Series B Closing, shall be converted into 1 share of Common Stock, effective upon, subject to, and concurrently with, the Series B Closing and (B) outstanding Preferred Stock Instruments, for each 10 shares of Preferred Stock into which such Preferred Stock Instruments are convertible, exchangeable or exercisable immediately prior to the Series B Closing, shall be converted into the right to receive 1

share of Common Stock upon such conversion, exchange or exercise, effective upon, subject to, and concurrently with the Series B Closing, or (ii) if such Purchaser funded greater than fifty percent (50%) but less than all of its Series B Allocation, then a percentage, equal to the percentage of its Series B Allocation that such Purchaser failed to fund at the Series B Closing, of such Purchaser's outstanding shares of Preferred Stock and Preferred Stock Instruments shall automatically and without further action on the part of such Purchaser convert into shares, or the right to receive shares of Common Stock on a 10 for 1 basis, such that with respect to (A) outstanding shares of Preferred Stock, each 10 shares of Preferred Stock outstanding immediately prior to the Series B Closing, shall be converted into 1 share of Common Stock, effective upon, subject to, and concurrently with, the Series B Closing and (B) outstanding Preferred Stock Instruments, for each 10 shares of Preferred Stock into which such Preferred Stock Instruments are convertible, exchangeable or exercisable immediately prior to the Series B Closing, shall be converted into the right to receive 1 share of Common Stock upon such conversion, exchange or exercise, effective upon, subject to, and concurrently with the Series B Closing. A conversion effected in accordance with this subsection or subsection (a) above, is referred to as a "Special Mandatory Conversion".

5A.2 Procedural Requirements. Upon a Special Mandatory Conversion, each holder of shares of Preferred Stock converted pursuant to Subsection 5A.1 shall surrender his, her or its certificates or instruments representing all such Preferred Stock (or, if such holder alleges that such certificates and instruments have been lost, stolen or destroyed, an affidavit and indemnity 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 certificates or instruments) to the Corporation at the place designated in such notice, and shall thereafter receive certificates for the number of shares of Common Stock and/or Preferred Stock to which such holder is entitled pursuant to this Section 5A. All rights with respect to the Preferred Stock converted pursuant to a Special Mandatory Conversion, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate, except only the rights of the holders thereof, upon surrender of their certificate or certificates therefor (or affidavit and indemnity agreement), to receive the items provided for in the last sentence of this Subsection 5A.2. If so required by the Corporation, certificates and instruments 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. As soon as practicable after the Special Mandatory Conversion and the surrender of the certificates or instruments (or affidavit and indemnity agreement) for the Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends (but not any undeclared Accruing Dividends) on the Preferred Stock converted pursuant to a Special Mandatory Conversion.

5A.3 Effect of Special Mandatory Conversion. All Preferred Stock subject to the Special Mandatory Conversion shall, from and after the time of the Special Mandatory Conversion, no longer be deemed to be outstanding and, notwithstanding the failure of the holder or holders thereof to surrender the certificates or instruments for such Preferred Stock on or prior to such time, all rights with respect to such Preferred Stock shall immediately cease and terminate at the time of the Special Mandatory Conversion, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon, if applicable. Any shares of Preferred Stock that are converted pursuant to a Special Mandatory Conversion 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."

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IN WITNESS WHEREOF, the undersigned authorized officer of the Corporation, has executed this Certificate of Amendment to Amended and Restated Certificate of Incorporation as of December 21, 2009.

ARTISAN PHARMA, INC.

/s/ Gary Shearman

Name: Gary Shearman

Title: Executive Chairman