

FIFTH RESTATED CERTIFICATE OF INCORPORATION

OF

ADVANDX, INC.

Under Sections 141, 228, 242 and 245 of the
Delaware General Corporation Law

(Originally Incorporated May 16, 2002)

I, Thais T. Johansen, President of ADVANDX, INC., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), in accordance with the provisions of Section 103 of said General Corporation Law, do hereby certify as follows:

FIRST: The name of the corporation is AdvanDx, Inc.

SECOND: The Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on May 16, 2002, and amended by a Certificate of Amendment and Certificate of Designation filed with the Secretary of State of the State of Delaware on December 19, 2002, and amended and restated by a Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on January 14, 2003, and amended and restated by a Second Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on November 19, 2003, and amended and restated by a Third Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on March 31, 2006, and amended and restated by a Fourth Restated Certificate of Incorporation filed with the Secretary of State of the State of Delaware on August 30, 2007.

THIRD: The amendments and restatement of the Certificate of Incorporation effected by this Fifth Restated Certificate of Incorporation (this "Certificate") have been duly adopted in accordance with the provisions of Sections 141, 228, 242 and 245 of the General Corporation Law of the State of Delaware by the unanimous written consent of the Board of Directors (the "Board") and the holders of all of the outstanding shares of the capital stock of the Corporation.

FOURTH: The Certificate of Incorporation of the Corporation is hereby amended and restated, in its entirety, to read as follows:

ARTICLE I: NAME

The name of the corporation is AdvanDx, Inc.

ARTICLE II: REGISTERED OFFICE; REGISTERED AGENT

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III: PURPOSES

The nature of the business or purposes to be conducted or promoted by the Corporation 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: CAPITAL STOCK

Upon the filing with the Secretary of State of the State of Delaware (the "Effective Time") of this Certificate and after the Effective Time, the designations and powers, preferences and rights, and the qualifications, limitations or restrictions of the classes of capital stock of the Corporation shall be as follows:

Section 1. Number of Shares

The total number of shares of capital stock which the Corporation is authorized to issue is Three Million (3,000,000), consisting of One Million Nine Hundred Sixty Six Thousand Four Hundred Sixteen (1,966,416) shares of common stock, \$.0001 par value per share (the "Common Stock"), and One Million Thirty Three Thousand Five Hundred Eighty Four (1,033,584) shares of preferred stock, \$.0001 par value per share (the "Preferred Stock"). Of the Preferred Stock, One Hundred Two Thousand Five Hundred (102,500) shall be designated as Series A Preferred Stock, \$.0001 par value per share (the "Series A Preferred Stock"), Three Hundred Eighteen Thousand One Hundred (318,100) shall be designated as Series B Preferred Stock, \$.0001 par value per share (the "Series B Preferred Stock"), Two Hundred Fifty Thousand (250,000) shall be designated as Series B-2 Preferred Stock, \$.0001 par value per share (the "Series B-2 Preferred Stock"), Two Hundred Two Thousand Nine Hundred Eighty Four (202,984) shall be designated as Series C Preferred Stock, \$.0001 par value per share (the "Series C Preferred Stock"), and One Hundred Sixty Thousand (160,000) shall be designated as Series C-1 Preferred Stock, \$.0001 par value per share (the "Series C-1 Preferred Stock").

Section 2. Preferred Stock

The rights, preferences, privileges and restrictions granted to and imposed upon the Preferred Stock are as follows:

2.1 Dividends

(a) No dividends or other distribution may be declared except out of funds or other property legally available therefor and unless approved by the Board and by stockholders holding more than seventy five percent (75%) (on an as converted basis) of the shares of issued and outstanding capital stock of the Corporation.

(b) Except in connection with a Liquidation (as defined below), any dividend or distribution declared, including without limitation a distribution declared as a result of a consolidation or merger of the Corporation or a sale of all or substantially all of its assets, shall be distributed to the holders of Common Stock, the holders of Series A Preferred Stock, the holders of Series B Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series C Preferred Stock, and the holders of Series C-1 Preferred Stock in the following order of priority:

(i) First, ratably among the holders of Series C-1 Preferred Stock and Series C Preferred Stock, in proportion to their respective conversion prices, until the holders of Series C-1 Preferred Stock have received the preferential amount of USD \$50.00 per share of Series C-1 Preferred Stock held thereby, and the holders of Series C Preferred Stock have received the preferential amount of USD \$90.32 per share of Series C Preferred Stock held thereby, in each case subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series C-1 Preferred Stock or the Series C Preferred Stock, as applicable (each, a "Series C Recapitalization");

(ii) Second, ratably among the holders of Series B-2 Preferred Stock until such holders have received the preferential amount of USD \$20.00 per share of Series B-2 Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series B-2 Preferred Stock (each, a "Series B-2 Recapitalization");

(iii) Third, and after such payments have been made in full, ratably among the holders of Series B Preferred Stock until such holders have received the preferential amount of USD \$15.7183 per share of Series B Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series B Preferred Stock (each, a "Series B Recapitalization");

(iv) Fourth, and after such payments have been made in full, ratably among the holders of Series A Preferred Stock until such holders have received an aggregate amount of \$1,025,000 thereby;

(v) Fifth, and after such payments have been made in full, ratably among the holders of (i) Founders Stock until such holders have received an aggregate amount of \$446,281 (as used herein the term "Founders Stock" means the shares of Common Stock issued to each of Thais T. Johansen and Henrik Stender (the "Founders") and the holders thereof includes the Founders and their respective permitted transferees), and (ii) Series A Preferred Stock based on the relative number of shares of Common Stock into which the Series A Preferred Stock are convertible immediately after the Effective Time until such holders have received an aggregate amount of \$228,719 thereby; and

(vi) Sixth, and after such payments have been made in full, ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of

Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock.

(c) As used in this Section 2.1(c) through Section 2.1(h) below, a "Trade Sale" means (i) any acquisition of the entire Corporation by means of a share exchange, stock purchase, merger or other form of corporate reorganization (other than a mere reincorporation transaction), or (ii) a sale of all or substantially all of the assets of the Corporation. As used in this Section 2.1(c), a "Qualified B Trade Sale" means any Trade Sale in which the proceeds to the holders of Series B Preferred Stock would be at least USD \$47.1549 per share of Series B Preferred Stock held thereby (the "Qualified B Trade Sale Trigger Price"), subject to appropriate adjustment in the event of any Series B Recapitalization and as set forth in Section 2.1(g) below, calculated as if the proceeds of such Trade Sale were to be distributed ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock. If there is a Qualified B Trade Sale that meets the above requirements, any funds received shall first be distributed to the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock and the holders of Series B-2 Preferred Stock up to their respective Liquidation preference (as set forth in Section 2.2(a)) and then ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock.

(d) As used in this Section 2.1(d), a "Qualified B-2 Trade Sale" means any Trade Sale in which the proceeds to the holders of Series B-2 Preferred Stock would be at least USD \$60.00 per share of Series B-2 Preferred Stock held thereby (the "Qualified B-2 Trade Sale Trigger Price"), subject to appropriate adjustment in the event of any Series B-2 Recapitalization and as set forth in Section 2.1(g) below, calculated as if the proceeds of such Trade Sale were to be distributed ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of the Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock. If there is a Qualified B-2 Trade Sale that meets the above requirements, any funds received shall first be distributed ratably to the holders of Series C-1 Preferred Stock and the holders of Series C Preferred Stock, in proportion to their respective conversion prices, up to their respective Liquidation preference (as set forth in Section 2.2(a)) and then ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock.

(e) As used in this Section 2.1(e), a "Qualified C Trade Sale" means any Trade Sale in which (x) the proceeds to the holders of Series C-1 Preferred Stock and the holders of Series C Preferred Stock would be at least USD \$75.00 per share of Series C-1 Preferred Stock and at least USD \$135.00 per share of Series C Preferred Stock held thereby (the "Qualified C Trade Sale Trigger Price"), subject to appropriate adjustment in the event of any

Series C Recapitalization and as set forth in Section 2.1(h) below, calculated as if the proceeds of such Trade Sale were to be distributed ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of the Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock, or (y) the bona fide offer for such a Trade Sale was accepted on or before eighteen (18) months after the date on which the Corporation first makes a draw of a loan as provided in that certain Convertible Secured Note Purchase Agreement dated as of August 5, 2009 (the "Note Purchase Agreement") and the aggregate consideration to be paid to all holders of capital stock of the Corporation exceeds USD \$140,000,000. If there is a Qualified C Trade Sale that meets the above requirements, any funds received shall be distributed ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock.

(f) Notwithstanding anything to the contrary in Section 2.1, if a dividend or distribution is in connection with a Qualified B Trade Sale, a Qualified B-2 Trade Sale, or a Qualified C Trade Sale, then all assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock; provided, however, that (i) if a Qualified B Trade Sale does not also constitute a Qualified B-2 Trade Sale because the Qualified B-2 Trade Sale Trigger Price is not satisfied, then all assets and funds of the Corporation legally available for distribution shall be distributed first to the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock and the holders of Series B-2 Preferred Stock until such holders have received the preferential amount of USD \$75.00 per share of Series C-1 Preferred Stock, USD \$135.00 per share of Series C Preferred Stock and USD \$60.00 per share of Series B-2 Preferred Stock, respectively, held thereby, and then ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock, and (ii) if a Qualified B-2 Trade Sale does not also constitute a Qualified C Trade Sale because the Qualified C Trade Sale Trigger Price is not satisfied, then all assets and funds of the Corporation legally available for distribution shall be distributed first to the holders of Series C Preferred Stock until such holders have received the preferential amount of USD \$135.00 per share of Series C Preferred Stock held thereby, and then ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock. A Qualified B Trade Sale, a Qualified B-2 Trade Sale, or a Qualified C Trade Sale shall not be deemed a (i) dividend or distribution for purposes of Section 2.1(a) or (b), or (ii) Liquidation for purposes of Section 2.2.

(g) Each of the Qualified B Trade Sale Trigger Price and the Qualified B-2 Trade Sale Trigger Price will be adjusted in accordance with any change to the Series B

Conversion Price or the Series B-2 Conversion Price, as applicable, as set forth in Section 2.4 below, such that the Qualified B Trade Sale Trigger Price and the Qualified B-2 Trade Sale Trigger Price shall at all times be three times (3X) the Series B Conversion Price and the Series B-2 Conversion Price, as applicable.

(h) The Qualified C Trade Sale Trigger Price will be adjusted in accordance with any change to the Series C-1 Conversion Price and/or the Series C Conversion Price, as set forth in Section 2.4 below, such that the Qualified C Trade Sale Trigger Price shall at all times be one and one-half times (1.5X) the Series C-1 Conversion Price and the Series C Conversion Price, as applicable.

(i) Whenever the distribution provided for in this Section 2.1 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board.

2.2 Liquidation. In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), and except as otherwise set forth in Section 2.1 above:

(a) After payment or provision for payment of the debts and other liabilities of the Corporation, all assets and funds of the Corporation legally available for distribution shall be distributed to the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock and the holders of Common Stock in the following order of priority:

(i) First, ratably among the holders of Series C-1 Preferred Stock and Series C Preferred Stock, in proportion to their respective conversion prices, until the holders of Series C-1 Preferred Stock have received the preferential amount of USD \$50.00 per share of Series C-1 Preferred Stock held thereby (or, in the case of Series C-1 Preferred Stock issued by the Company at the option of the other parties to the Note Purchase Agreement in the event of a "Change of Control" (as defined in the Note Purchase Agreement), the preferential amount of \$90.32 per each such share of Series C-1 Preferred Stock), and then the holders of Series C Preferred Stock have received the preferential amount of USD \$90.32 per share of Series C Preferred Stock held thereby, subject to appropriate adjustment in the event of any Series C Recapitalization. If upon Liquidation, the assets of the Corporation legally available for distribution to the holders of Series C-1 Preferred Stock and Series C Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 2.2(a)(i), then the entire assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among the holders of Series C-1 Preferred Stock and Series C Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 2.2(a)(i);

(ii) Second, ratably among the holders of Series B-2 Preferred Stock until such holders have received the preferential amount of USD \$20.00 per share of Series B-2 Preferred Stock held thereby, subject to appropriate adjustment in the event of any Series B-2 Recapitalization;

(iii) Third, and after such payments have been made in full, ratably among the holders of Series B Preferred Stock until such holders have received the preferential amount of USD \$15.7183 per share of Series B Preferred Stock held thereby, subject to appropriate adjustment in the event of any Series B Recapitalization;

(iv) Fourth, and after such payments have been made in full, ratably among the holders of Series A Preferred Stock until such holders have received the preferential amount of USD \$10.00 per share of Series A Preferred Stock held thereby, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization with respect to the Series A Preferred Stock;

(v) Fifth, and after such payments have been made in full, ratably among the holders of (i) Founders Stock until such holders have received an aggregate amount of \$446,281 thereby, and (ii) the holders of Series A Preferred Stock based on the relative number of shares of Common Stock into which the Series A Preferred Stock are convertible immediately after the Effective Time, until such holders have received an aggregate amount of \$228,719 thereby; and

(vi) Sixth, and after such payments have been made in full, ratably among the holders of Series C-1 Preferred Stock, the holders of Series C Preferred Stock, the holders of Series B-2 Preferred Stock, the holders of Series B Preferred Stock, the holders of Series A Preferred Stock (based on the conversion of all such Preferred Stock into Common Stock) and the holders of Common Stock.

(b) Whenever the distributions provided for in this Section 2.2 shall be payable in property other than cash, the value of such distributions shall be the fair market value of such property as determined in good faith by the Board.

2.3 Voting. Except as otherwise expressly provided in this Certificate or as otherwise provided by law, the holders of Series A Preferred Stock, Series B Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock shall vote together with the holders of Common Stock as a single class of stock on all matters; provided, that this Certificate or the Bylaws of the Corporation shall not be amended or otherwise altered in any manner that would materially and adversely alter or affect the rights, powers or preferences, qualifications, limitations, restrictions, or authorized amount of the: (i) Series C-1 Preferred Stock or the Series C Preferred Stock without the affirmative vote of holders of at least 65% of the outstanding shares of Series C Preferred Stock and Series C-1 Preferred Stock voting together as a class; and (ii) Series B-2 Preferred Stock or the Series B Preferred Stock without the affirmative vote of holders of at least 65% of the outstanding shares of Series B-2 Preferred Stock and Series B Preferred Stock voting together as a class. For this purpose, without limiting the generality of the foregoing, the termination, elimination or cancellation of the terms of the Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B-2 Preferred Stock or the Series B Preferred Stock in connection with any merger, consolidation or sale of substantially all of the assets of the Corporation, shall be deemed to affect materially and adversely each of the Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B-2 Preferred Stock and Series B Preferred Stock; provided, that the authorization of any shares of capital stock with preference or priority over or on a parity with the Series C-1 Preferred Stock, the Series C

Preferred Stock, the Series B-2 Preferred Stock or the Series B Preferred Stock as to the right to receive either dividends or amounts distributable upon liquidation, dissolution or winding up of the Corporation shall not be deemed to affect materially and adversely the Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B-2 Preferred Stock or the Series B Preferred Stock, as applicable. Each share of Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which it is convertible at the record date for the determination of stockholders entitled to vote, or, if no record date is established, at the date such vote is taken or any written consent of stockholders is solicited.

2.4 Conversion.

(a) Each share of Series A Preferred Stock, Series B Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock shall be convertible into shares of Common Stock at its conversion rate then in effect at the option of the stockholder in whole or in part at any time by the holder giving written notice of such conversion to the Corporation, which notice shall specify the number of shares of Series A Preferred Stock, Series B Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock or Series C-1 Preferred Stock to be converted and the number of shares of Common Stock to be issued therefor; provided, however, that the Corporation shall have up to thirty (30) days from the date of such notice to verify the accuracy of the number of shares to be so converted (which number shall be as of the date of receipt of such notice by the Corporation) and to take whatever action is required to issue the shares of Common Stock to such holder. If the certificate evidencing the Preferred Stock being converted shall also evidence shares of Preferred Stock not being converted, then the Corporation shall also deliver to the holder of such certificate a new stock certificate evidencing the Preferred Stock not converted. The conversion of any shares of Preferred Stock shall be deemed to have been made immediately prior to the close of business on the date that the shares to be converted are surrendered to the Corporation, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. Any dividends or distributions declared but unpaid at the time of conversion with respect to the Preferred Stock so converted shall be paid to the holder of Common Stock issued upon conversion of the Preferred Stock.

(b) Notwithstanding anything to the contrary in this Certificate, all outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock shall be automatically converted (without any further action by the holders thereof and whether or not the certificates representing such stock are surrendered) into Common Stock at its conversion rate then in effect, upon closing of an underwritten initial public offering of the Common Stock pursuant to an effective registration, in which the aggregate gross proceeds to the Corporation are at least \$40,000,000, and pursuant to which the Corporation obtains a listing for its shares on an United States exchange or automated quotation system of nationally recognized standing. Any dividends or distributions declared but unpaid at the time of a mandatory conversion with respect to the Preferred Stock so converted shall be paid upon such mandatory conversion.

(c) Each share of Series A Preferred Stock shall be convertible into the number of shares of Common Stock determined by multiplying the number of outstanding shares

of Series A Preferred Stock to be converted by \$10.00 and dividing the result by the conversion price. The initial conversion price shall be \$10.00. The conversion price shall be automatically adjusted upon any stock dividend, stock split, combination, reorganization or other recapitalization so that the holders of Series A Preferred Stock shall be entitled to receive upon conversion of their Series A Preferred Stock the same number of shares of Common Stock (or of any other class or series of stock) that they would have been entitled to receive had they converted their Series A Preferred Stock into Common Stock immediately before such event.

(d) Each share of Series B Preferred Stock shall be convertible into the number of shares of Common Stock determined by multiplying the number of outstanding shares of Series B Preferred Stock to be converted by \$15.7183 and dividing the result by its then effective conversion price (the "Series B Conversion Price"). The initial Series B Conversion Price shall be \$15.7183. Such Series B Conversion Price shall be automatically adjusted upon any stock dividend, stock split, combination, reorganization or other recapitalization so that the holders of Series B Preferred Stock shall be entitled to receive upon conversion of their Series B Preferred Stock the same number of shares of Common Stock (or of any other class or series of stock) that they would have been entitled to receive had they converted their Series B Preferred Stock into Common Stock immediately before such event.

(e) Each share of Series B-2 Preferred Stock shall be convertible into the number of shares of Common Stock determined by multiplying the number of outstanding shares of Series B-2 Preferred Stock to be converted by \$20.00 and dividing the result by its then effective conversion price (the "Series B-2 Conversion Price"). The initial Series B-2 Conversion Price shall be \$20.00. Such Series B-2 Conversion Price shall be automatically adjusted upon any stock dividend, stock split, combination, reorganization or other recapitalization so that the holders of Series B-2 Preferred Stock shall be entitled to receive upon conversion of their Series B-2 Preferred Stock the same number of shares of Common Stock (or of any other class or series of stock) that they would have been entitled to receive had they converted their Series B-2 Preferred Stock into Common Stock immediately before such event.

(f) Each share of Series C Preferred Stock shall be convertible into the number of shares of Common Stock determined by multiplying the number of outstanding shares of Series C Preferred Stock to be converted by \$90.32 and dividing the result by its then effective conversion price (the "Series C Conversion Price"). The initial Series C Conversion Price shall be \$90.32. Such Series C Conversion Price shall be automatically adjusted upon any stock dividend, stock split, combination, reorganization or other recapitalization so that the holders of Series C Preferred Stock shall be entitled to receive upon conversion of their Series C Preferred Stock the same number of shares of Common Stock (or of any other class or series of stock) that they would have been entitled to receive had they converted their Series C Preferred Stock into Common Stock immediately before such event.

(g) Each share of Series C-1 Preferred Stock shall be convertible into the number of shares of Common Stock determined by multiplying the number of outstanding shares of Series C-1 Preferred Stock to be converted by \$50.00 and dividing the result by its then effective conversion price (the "Series C-1 Conversion Price"). The initial Series C-1 Conversion Price shall be \$50.00. Such Series C-1 Conversion Price shall be automatically adjusted upon

any stock dividend, stock split, combination, reorganization or other recapitalization so that the holders of Series C-1 Preferred Stock shall be entitled to receive upon conversion of their Series C-1 Preferred Stock the same number of shares of Common Stock (or of any other class or series of stock) that they would have been entitled to receive had they converted their Series C-1 Preferred Stock into Common Stock immediately before such event.

(h) Upon receipt of notice from the Corporation of the closing of an initial public offering described in paragraph (b), each holder of Preferred Stock shall surrender the certificate or certificates representing all shares of Series A Preferred Stock, Series B Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock held by such holder to the Corporation or its transfer agent in accordance with the instructions set forth in such notice. The Corporation shall thereupon issue such holder a certificate or certificates representing the shares of Common Stock (or other stock) into which such holder's shares of Preferred Stock have been converted.

(i) Except as otherwise provided in this Section 2.4(i) below, if at any time the Corporation issues or is deemed to issue Additional Shares of Common (as defined below) for a consideration per share less than the Series C Conversion Price or the Series C-1 Conversion Price in effect for a given share at such issuance or deemed issuance, the Series C Conversion Price and/or Series C-1 Conversion Price, as applicable, shall be reduced for such share to a price equal to a price determined by dividing: (x) the aggregate consideration received by or deemed to have been received by the Corporation upon such issue, by (y) the number of shares of Additional Shares of Common issued or deemed to have been issued in such issue. For purposes of this Section 2.4(i):

(i) Notwithstanding anything herein to the contrary, (A) no adjustment to the Series C Conversion Price of a particular share pursuant to Section 2.4(i) shall occur in connection with a sale of capital stock by the Corporation if, at the time of such sale, the holder of such share of Series C Preferred Stock had a contractual preemptive right to purchase at least \$500,000 of the capital stock in such sale and yet chose not to purchase at least \$500,000 of such stock in such sale, (B) the Series C-1 Conversion price shall not be adjusted pursuant to this Section 2.4(h) to an amount below \$37.50, (C) the Series C Conversion Price shall not be adjusted pursuant to this Section 2.4(h) to an amount below \$67.74, subject to appropriate adjustment in the event of any stock dividend, stock split, combination, reorganization or other recapitalization, (D) no adjustment to the Series C-1 Conversion Price pursuant to this Section 2.4(i)(i) shall occur after the earlier of: (x) eighteen (18) months after the Corporation first makes a draw of a loan as provided in the Note Purchase Agreement and the aggregate consideration to be paid to all holders of capital stock of the Corporation exceeds USD \$140,000,000, and (E) no adjustment to the Series C Conversion Price pursuant to this Section 2.4(i)(i) shall occur after the earlier of (x) October 1, 2009, and (y) the date on which the Corporation receives, in one or more related transactions after the Effective Time (other than through the sale of Series C Preferred Stock pursuant to a written agreement executed on or about the Effective Time), an equity investment in the minimum aggregate amount of Fifteen Million Dollars (USD \$15,000,000) at a Common Stock equivalent purchase price of at least the then-applicable Series C Conversion Price.

(ii) "Additional Shares of Common" means all shares of Common Stock issued by the Corporation after the Effective Time other than (A) an issuance of Common Stock (whether directly or through issuance of options) to employees, officers, directors of, or consultants to, the Corporation pursuant to employee benefit plans or similar equity incentive plans; provided, that after such issuance the aggregate number of shares and options so issued pursuant to employee benefit plans or similar equity incentive plans does not exceed 218,361 shares, which number may, be increased to 309,346 shares, in the event such increase is authorized by the affirmative vote of holders of at least sixty-five percent (65%) of the outstanding shares of Series C-1 Preferred Stock voting together as a class, (B) Common Stock issued in connection with the acquisition of all or substantially all of the stock or assets of another company or to license technology of another company, (C) Common Stock issued to financial institutions in connection with moneys borrowed by the Corporation by means of credit lines, equipment leases or similar arrangements, (D) Common Stock issued in connection with a stock dividend, stock split, combination, reorganization or other recapitalization, or (E) Common Stock issued upon the conversion of the Series A Preferred Stock, the Series B Preferred Stock, the Series B-2 Preferred Stock, the Series C Preferred Stock or the Series C-1 Preferred Stock. For purposes hereof, a "Qualified Financing" shall mean the sale of equity securities of the Corporation, other than the issuance of Series C-1 Preferred Stock, to investors satisfactory to the holders of Series C-1 Preferred Stock and the Corporation in one or more related transactions that results in gross proceeds to the Corporation of at least \$8,000,000.

(iii) "Convertible Securities" means any evidences of indebtedness and all rights or options for the purchase of, or stock or other securities convertible into, shares of Preferred Stock, Additional Shares of Common or other Convertible Securities, whenever and each time issued.

(iv) The "Effective Price" with respect to any Convertible Securities means the result of dividing: (X) the sum of (1) the total consideration, if any, received by the Corporation for the issuance of such Convertible Securities, plus (2) the minimum consideration, if any, payable to the Corporation upon exercise or conversion of such Convertible Securities (assuming that the full amount of securities issuable upon exercise or conversion are issued), plus (3) the minimum consideration, if any, payable to the Corporation upon exercise or conversion of any Convertible Securities issuable upon exercise or conversion of such Convertible Securities, by (Y) the maximum number of shares of Common Stock issuable upon exercise or conversion of such Convertible Securities or of any Convertible Securities issuable upon exercise or conversion of such Convertible Securities.

(v) Subject to Section 2.4(i)(i) above, if the Corporation issues or is deemed to issue a Convertible Security with respect to which the Effective Price is less than the Series C Conversion Price for a particular share in effect at such issuance or deemed issuance, then the Series C Conversion Price for such share shall be reduced to the Effective Price, and if the Corporation issues or is deemed to issue a Convertible Security with respect to which the Effective Price is less than the Series C-1 Conversion Price for a particular share in effect at such issuance or deemed issuance, then the Series C-1 Conversion Price for such share shall be reduced to the Effective Price.

(vi) If an adjustment has been made under this Section 2.4(i) as a consequence of any issuance of a Convertible Security, then no further adjustment shall be made upon the actual issuance of Additional Shares of Common upon the exercise or conversion of such Convertible Securities, or upon the issuance of Convertible Securities issuable upon exercise or conversion of the original Convertible Security.

(vii) Subject to Section 2.4(i)(i) above, if the purchase price provided for in any Convertible Security, or the rate at which any Convertible Securities is convertible shall change, or a different purchase price or rate under such provisions shall become effective at any time or from time to time, then, upon the change becoming effective, the Series C Conversion Price for each particular share of Series C Preferred Stock then in effect and the Series C-1 Conversion Price for each particular share of Series C-1 Preferred Stock then in effect shall each forthwith be increased or decreased to the Series C Conversion Price or Series C-1 Conversion Price, as applicable, that would then be in effect had such Convertible Security originally been issued with such changed terms (without affecting shares of Common Stock already issued upon the conversion of any shares of Series C Preferred Stock or Series C-1 Preferred Stock already converted).

(viii) For purposes of the operation of Section 2.4(i), the consideration received by the Corporation for any issue or sale of securities shall: (A) to the extent it consists of cash, be computed as the aggregate amount of cash received by the Corporation, (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board, and (C) to the extent Additional Shares of Common or Convertible Securities are issued or sold together with other stock or securities or other assets of the Corporation for a consideration that covers both, be such portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common or Convertible Securities.

(j) Whenever the conversion price or the kind of securities issuable upon the conversion of any one of or all of the Preferred Stock shall be adjusted pursuant to this Certificate, the Corporation shall make a certificate signed by its Chief Financial Officer or Secretary, setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated (including a description of the basis on which the Board made any determination hereunder), and the conversion price and the kind of securities issuable upon the conversion of such share(s) after giving effect to such adjustment, and shall cause copies of such certificate to be mailed (by first class mail postage prepaid) to each holder of affected Preferred Stock within a reasonable time after each adjustment.

(k) All shares of Common Stock issued upon the conversion of any Preferred Stock (which is itself fully paid and non-assessable) will, upon issuance, be fully paid and non-assessable. The Corporation will pay such amounts and will take such other action as may be necessary from time to time so that all shares of Common Stock which shall be issued upon the conversion of any Preferred Stock will, upon issuance and without cost to the recipient, be free from all pre-emptive rights, taxes, liens and charges with respect to the issue thereof.

(l) The Corporation will not, by amendment of this Certificate or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 2.4 and in the taking of all such action as may be reasonably necessary or appropriate in order to protect the conversion rights of any holder of the Preferred Stock against impairment.

2.5 No Reissue. No share of Preferred Stock acquired by the Corporation upon conversion, redemption or purchase shall be reissued and all such shares shall be canceled, retired and eliminated from the shares which the Corporation may be authorized to issue. The Corporation may take such appropriate corporate action to reduce the authorized number of Preferred Stock accordingly.

2.6 Ranking. Unless otherwise provided in this Certificate, (a) the Series A Preferred Stock shall rank senior to the Common Stock, (b) the Series B Preferred Stock shall rank senior to the Series A Preferred Stock and the Common Stock, (c) the Series B-2 Preferred Stock shall rank senior to the Series B Preferred Stock, the Series A Preferred Stock and the Common Stock; and (d) the Series C Preferred Stock and Series C-1 Preferred Stock shall be pari passu but shall each rank senior to the Series B-2 Preferred Stock, the Series B Preferred Stock, the Series A Preferred Stock, and the Common Stock in each case as to the payment of dividends and the distribution of assets on liquidation, dissolution or winding up.

2.7 Fractional Shares. Preferred Stock may be issued in fractional shares which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, to receive dividends, to participate in distributions and to have the benefit of all other rights of holders of Preferred Stock.

Section 3. Common Stock

3.1 Voting Rights. Except as otherwise required by law or by this Certificate, each share of Common Stock shall entitle the holder thereof to one vote on each matter submitted to a vote of the stockholders of the Corporation, and the holders of shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series B-2 Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock shall vote together, on an as-converted basis, and not as separate classes.

3.2 Residual Rights. All rights accruing to the outstanding shares of the Corporation not otherwise expressly provided for herein shall be vested in the Common Stock.

3.3 Fractional Shares. Common Stock may be issued in fractional shares which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, to receive dividends, to participate in distributions and to have the benefit of all other rights of holders of Common Stock.

ARTICLE V: PERPETUAL EXISTENCE

The Corporation is to have perpetual existence.

ARTICLE VI: BY-LAWS

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter or repeal the By-laws of the Corporation.

ARTICLE VII: MEETINGS OF STOCKHOLDERS

Meetings of Stockholders may be held within or without the State of Delaware, as the By-laws may provide. The books of the Corporation may be kept (subject to any provisions 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 By-laws of the Corporation. Written ballots shall not be required for any vote taken by the Stockholders of the Corporation.

ARTICLE VIII: LIABILITY

The liability of the directors for monetary damages shall be eliminated to the fullest extent under the Delaware General Corporation Law. Without limiting the generality of the foregoing, to the fullest extent permitted by the Delaware General Corporation Law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the Delaware General Corporation Law or any amendment thereto or successor provision thereto; or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (each such person, an "Indemnity Claimant"), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Indemnity Claimant in connection with such action, suit or proceeding if the Indemnity Claimant acted in good faith and in a manner the Indemnity Claimant reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the Indemnity Claimant's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnity Claimant did not act in good faith and in a manner which the Indemnity Claimant reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the Indemnity Claimant's conduct was unlawful.

(b) Notwithstanding paragraph (a) of this Article VIII, the Corporation shall indemnify any Indemnity Claimant who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the Indemnity Claimant is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the Indemnity Claimant in connection with the defense or settlement of such action or suit (and any investigation related thereto) if the Indemnity Claimant acted in good faith and in a manner the Indemnity Claimant reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which the Indemnity Claimant shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnity Claimant is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) Expenses incurred in defending a civil or criminal action, suit or proceeding shall (in the case of any action, suit or proceeding against a director or officer of the Corporation) or may (in the case of any action, suit or proceeding against a, trustee, employee or agent) be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors upon receipt of an undertaking by or on behalf of the indemnified person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Notwithstanding the foregoing, no advance shall be made by the Corporation if a determination is reasonably and promptly made at a meeting duly held by a majority vote of disinterested directors that, based upon the facts known to such disinterested directors at the time such determination is made, either (i) the Indemnity Claimant did not act in good faith and in a manner which the Indemnity Claimant reasonably believed to be in or not opposed to the best interests of the Corporation, (ii) with respect to any criminal action or proceeding, the Indemnity Claimant had reasonable cause to believe that the Indemnity Claimant's conduct was unlawful, or (iii) as a result of the alleged actions by the Indemnity Claimant, it is more likely than not that it will ultimately be determined that Indemnity Claimant is not entitled to indemnification.

(d) The right to indemnification and advancement of expenses provided by or granted pursuant to this Article VIII shall not exclude or be exclusive of any other rights to which any person may be entitled under the bylaws of the Corporation, any contract or agreement between the Corporation and any officer, director, employee or agent of the Corporation, vote of stockholders or otherwise. If any officer, director or other person indemnified by the Company has any right to indemnification from any third party or entity with respect to matters indemnified by the Company, upon written notice to Company of such right to indemnification from any such third party or entity, the indemnification of the Company shall be first and primary, and the Company shall not be entitled to request or cause such officer, director or other person to seek indemnification from such third party or entity.

(e) Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article VIII if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted. Notwithstanding any other provision herein, any right or protection provided under this Article VIII shall be deemed to vest at the time the act or omission occurred, irrespective of when and whether a proceeding challenging such act or omission is first threatened or commenced.

ARTICLE IX: SECTION 203

The Corporation expressly elects not to be governed by Section 203 of the Delaware General Corporation Law.

ARTICLE X: CERTAIN COMPROMISES


Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, said compromise or arrangement and said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

ARTICLE XI: AMENDMENT OF CERTIFICATE

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

[Remainder of page is intentionally blank.]

IN WITNESS WHEREOF, the undersigned has signed this Fifth Restated Certificate of Incorporation as of August 4, 2009.



Thais T. Johansen
President


Attest: _____

Henrik Stender
Secretary

IN WITNESS WHEREOF, the undersigned has signed this Fifth Restated Certificate of Incorporation as of August 4, 2009.

Thais T. Johansen
President

Attest:



Henrik Stender
Secretary