

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
ASTERES INC.**

ASTERES INC., a corporation organized and existing under the laws of the State of Delaware, certifies as follows:

First: The corporation was originally incorporated as "Asteres Inc." pursuant to an original Certificate of Incorporation filed with the Secretary of State of the State of Delaware on January 2, 2004. The corporation most recently filed an Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on December 22, 2005.

Second: This Amended and Restated Certificate of Incorporation (i) has been duly adopted in accordance with the provisions of Sections 242 and 245 of the Delaware General Corporation Law by the Board of Directors of the corporation and the stockholders of the corporation (pursuant to Section 228 of the Delaware General Corporation Law) and (ii) restates and amends the provisions of the Certificate of Incorporation of the corporation.

Third: The text of the corporation's Certificate of Incorporation is hereby restated and amended to read in its entirety as follows:

ARTICLE I.

The name of the corporation (the "Corporation") is Asteres Inc.

ARTICLE II.

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Zip Code 19801, and the name of the registered agent of this Corporation in the State of Delaware at such address is The Corporation Trust Company.

ARTICLE III.

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

ARTICLE IV.

A. The Corporation is authorized to issue two classes of stock designated "**Preferred Stock**" and "**Common Stock**," respectively. The number of shares of Common Stock authorized to be issued is Fifty-Seven Million (57,000,000). The number of shares of Preferred Stock authorized to be issued is Forty-Three Million Nine Hundred Ninety-Three Thousand Eight Hundred Twenty-Six (43,993,826), of which Three Million Two Hundred Thousand (3,200,000) shall be designated "**Series A Preferred Stock**," Three Million Eight Hundred Forty-Six Thousand One Hundred Fifty-Three (3,846,153) shall be designated "**Series A-1 Preferred Stock**," Ten Million (10,000,000) shall be designated "**Series B Preferred Stock**," Seventeen Million Six Hundred Forty-Five

Thousand Three Hundred Forty-Seven (17,645,347) shall be designated “**Series C Preferred Stock**” and Nine Million Three Hundred Two Thousand Three Hundred Twenty-Six (9,302,326) shall be designated Series C-1 Preferred Stock “**Series C-1 Preferred Stock**.” The Series A Preferred Stock, the Series A-1 Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series C-1 Preferred Stock are referred to herein collectively as the “**Preferred Stock**.” The par value per share of the Common Stock and the Preferred Stock is \$0.001.

B. The powers, preferences, rights, restrictions, limitations and other matters relating to Preferred Stock are as follows (note: Section references within this Article IV.B. are to other Sections within this Article IV.B. unless otherwise expressly provided):

1. Liquidation Preferences.

(a) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary (in any event, a “**Liquidation**”), the holders of Series C-1 Preferred Stock shall be entitled to receive by reason of their ownership thereof, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Series A Preferred Stock, Series A-1 Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Common Stock, an amount per outstanding share of Series C-1 Preferred Stock equal to the sum of (i) \$0.86 (such amount being hereinafter referred to as the “**Original Series C-1 Purchase Price**”), as adjusted for any stock dividends, combinations, splits or similar events affecting or with respect to such shares, and (ii) an amount equal to all declared but unpaid dividends on each such share (the sum of clauses (i) and (ii) being hereinafter referred to as the “**Series C-1 Liquidation Preference**”). If, upon the occurrence of a Liquidation, the assets and funds thus distributed among the holders of Series C-1 Preferred Stock shall be insufficient to permit the payment to such holders of the full Series C-1 Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution to the holders of Series C-1 Preferred Stock upon a Liquidation shall be distributed ratably, on a per share basis, among the holders of Series C-1 Preferred Stock.

(b) After completion of the distribution in full of the Series C-1 Liquidation Preference, as set forth in Section 1(a) above, and before any distribution or payment shall be made to the holders of any Series A Preferred Stock, Series A-1 Preferred Stock, Series B Preferred Stock or Common Stock, the holders of Series C Preferred Stock shall be entitled to receive by reason of their ownership thereof, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Series A Preferred Stock, Series A-1 Preferred Stock, Series B Preferred Stock or Common Stock, an amount per outstanding share of Series C Preferred Stock equal to the sum of (i) \$0.86 (such amount being hereinafter referred to as the “**Original Series C Purchase Price**”), as adjusted for any stock dividends, combinations, splits or similar events affecting or with respect to such shares, and (ii) an amount equal to all declared

but unpaid dividends on each such share (the sum of clauses (i) and (ii) being hereinafter referred to as the “**Series C Liquidation Preference**”). If, upon the occurrence of a Liquidation, 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 to the holders of Series C Preferred Stock upon a Liquidation shall be distributed ratably, on a per share basis, among the holders of Series C Preferred Stock.

(c) After completion of the distribution in full of the Series C-1 Liquidation Preference and the Series C Liquidation Preference, as set forth in Sections 1(a) and 1(b) above, and before any distribution or payment shall be made to the holders of any Series A Preferred Stock, Series A-1 Preferred Stock or Common Stock, the holders of Series B Preferred Stock shall be entitled to receive by reason of their ownership thereof, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Series A Preferred Stock, Series A-1 Preferred Stock or Common Stock, an amount per outstanding share of Series B Preferred Stock equal to the sum of (i) \$0.80 (such amount being hereinafter referred to as the “**Original Series B Purchase Price**”), as adjusted for any stock dividends, combinations, splits or similar events affecting or with respect to such shares, and (ii) an amount equal to all declared but unpaid dividends on each such share (the sum of clauses (i) and (ii) being hereinafter referred to as the “**Series B Liquidation Preference**”). If, upon the occurrence of a Liquidation, the assets and funds thus distributed among the holders of Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full Series B Liquidation Preference, then the entire assets and funds of the Corporation legally available for distribution to the holders of Series B Preferred Stock upon a Liquidation shall be distributed ratably, on a per share basis, among the holders of Series B Preferred Stock.

(d) After completion of the distribution in full of the Series C-1 Liquidation Preference, the Series C Liquidation Preference and the Series B Liquidation Preference, as set forth in Sections 1(a), 1(b) and 1(c) above, respectively, and before any distribution or payment shall be made to the holders of any Series A Preferred Stock or Common Stock, the holders of Series A-1 Preferred Stock shall be entitled to receive by reason of their ownership thereof, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Series A Preferred Stock or Common Stock, an amount per outstanding share of Series A-1 Preferred Stock equal to the sum of (i) \$0.65 (such amount being hereinafter referred to as the “**Original Series A-1 Purchase Price**”), as adjusted for any stock dividends, combinations, splits or similar events affecting or with respect to such shares, and (ii) an amount equal to all declared but unpaid dividends on each such share (the sum of clauses (i) and (ii) being hereinafter referred to as the “**Series A-1 Liquidation Preference**”). If, upon the occurrence of a Liquidation, the assets and funds thus distributed among the holders of Series A-1 Preferred Stock shall be insufficient to permit the payment to such holders of the full Series A-1 Liquidation Preference, then the entire assets

and funds of the Corporation legally available for distribution to the holders of Series A-1 Preferred Stock upon a Liquidation shall be distributed ratably, on a per share basis, among the holders of Series A-1 Preferred Stock.

(e) After completion of the distribution in full of the Series C-1 Liquidation Preference, the Series C Liquidation Preference, the Series B Liquidation Preference and the Series A-1 Liquidation Preference, as set forth in Sections 1(a), 1(b), 1(c) and 1(d) above, respectively, and before any distribution or payment shall be made to the holders of any Common Stock, the holders of Series A Preferred Stock shall be entitled to receive by reason of their ownership thereof, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock, an amount per outstanding share of Series A Preferred Stock equal to the sum of (i) \$0.50 (such amount being hereinafter referred to as the “**Original Series A Purchase Price**”), as adjusted for any stock dividends, combinations, splits or similar events affecting or with respect to such shares, and (ii) an amount equal to all declared but unpaid dividends on each such share (the sum of clauses (i) and (ii) being hereinafter referred to as the “**Series A Liquidation Preference**”). If, upon the occurrence of a Liquidation, 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 to the holders of Series A Preferred Stock upon a Liquidation shall be distributed ratably, on a per share basis, among the holders of Series A Preferred Stock.

(f) Upon completion of the distributions in full of the Series C-1 Liquidation Preference, the Series C Liquidation Preference, the Series B Liquidation Preference, the Series A-1 Liquidation Preference and the Series A Liquidation Preference, as set forth in Sections 1(a), 1(b), 1(c), 1(d) and 1(e) above, respectively, the remaining assets of the Corporation available for distribution to stockholders, if any, shall be distributed ratably among the holders of Common Stock in proportion to the number of shares of Common Stock held by each such holder.

(g) For purposes of this Section 1, any acquisition of the Corporation by means of any transaction or series of related transactions involving a merger, consolidation or other form of corporate reorganization in which the stockholders of the Corporation do not own, following such transaction, a majority of the outstanding shares of the surviving or acquiring corporation (measured on an as-converted to common stock basis), any sale by the Corporation (other than in a capital raising transaction) of securities representing a majority of the outstanding shares of the Corporation upon issuance (measured on an as-converted to Common Stock basis) or any sale, lease, exclusive license, transfer or other disposition of all or substantially all of the assets of the Corporation (any such acquisition or sale of securities or assets being hereinafter referred to as an “**Acquisition**”), shall be treated as a Liquidation. Upon the closing of any Acquisition, the holders of Preferred Stock and Common Stock shall be entitled to

receive the amounts of cash, securities or other property as specified in Sections 1(a), 1(b), 1(c), 1(d), 1(e) and 1(f) above, as applicable.

(h) Any securities to be delivered to the holders of Preferred Stock and Common Stock pursuant to Section 1(g) above shall be valued as follows:

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

(1) 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;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid and asked prices over the thirty (30) day period ending three (3) days prior to the closing; and

(3) If there is no active public market, the value shall be the fair market value thereof as determined in good faith by the Board of Directors of the Corporation (the "**Board**"); and

(ii) The value of securities subject to investment letter or other restrictions on free marketability shall be appropriately discounted as determined in good faith by the Board.

(i) The provisions of this Section 1 are in addition to the protective provisions of Section 6 below.

(j) Without limiting the provisions of Section 6 below, Sections 502 and 503 of the California Corporations Code shall not apply to any redemption, repurchase or other acquisition for value by the Corporation of any shares of Preferred Stock or Common Stock.

2. Dividends and Distributions.

(a) The holders of Series C-1 Preferred Stock and the holders of Series C Preferred Stock shall be entitled to receive, prior and in preference to the holders of Series B Preferred Stock, Series A-1 Preferred Stock, Series A Preferred Stock and Common Stock (as provided in Sections 2(b), 2(c) and 2(d) below) and out of funds legally available therefor, dividends at a rate equal to \$0.0688 per calendar year on each outstanding share of Series C-1 Preferred Stock or Series C Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "**Class C Dividends**"). The Class C Dividends shall be payable pari passu to the holders of Series C-1 Preferred Stock and Series C Preferred Stock; provided, however, that (i) no Class C Dividends shall be paid on the Series C-1 Preferred Stock or Series C Preferred Stock under this Section 2(a) unless a dividend is

being paid on all shares of the Series C-1 Preferred Stock or Series C Preferred Stock as provided in this Section 2(a), (ii) any such dividend shall be payable only when, as and if declared by the Board and (iii) any rights of the holders of Series C-1 Preferred Stock or Series C Preferred Stock to any Class C Dividends shall be noncumulative.

(b) So long as the Class C Dividends for the then current calendar year (or any prior year(s) for which such dividends have been declared but not paid) shall have been paid as contemplated by Section 2(a) above, the holders of the Series B Preferred Stock shall be entitled to receive, prior and in preference to the holders of Series A-1 Preferred Stock, Series A Preferred Stock and Common Stock (as provided in Sections 2(c) and 2(d) below) and out of funds legally available therefore, dividends at a rate of \$0.064 per calendar year on each outstanding share of Series B Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the “**Series B Dividend**”). The Series B Dividend shall be payable only when, as and if declared by the Board, and any rights of the holders of Series B Preferred Stock to any Series B Dividend shall be noncumulative.

(c) So long as the Class C Dividends and the Series B Dividend for the then current calendar year (or any prior year(s) for which such dividends have been declared but not paid) shall have been paid as contemplated by Sections 2(a) and 2(b) above, respectively, the holders of the Series A-1 Preferred Stock shall be entitled to receive, prior and in preference to the holders of Common Stock (as provided in Section 2(d) below) and out of funds legally available therefor, dividends at the rate of \$0.052 per calendar year on each outstanding share of Series A-1 Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) and the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to the holders of Common Stock (as provided in Section 2(d) below) and out of funds legally available therefor, dividends at the rate of \$0.04 per calendar year on each outstanding share of Series A Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (collectively, the “**Class A Dividends**”). The Class A Dividends shall be payable pari passu to the holders of Series A-1 Preferred Stock and Series A Preferred Stock; provided, however, that (i) no Class A Dividends shall be paid on the Series A Preferred Stock or Series A-1 Preferred Stock under this Section 2(c) unless a dividend is being paid on all shares of the Series A Preferred Stock or Series A-1 Preferred Stock as provided in this Section 2(c), (ii) any such dividend shall be payable only when, as and if declared by the Board and (iii) any rights of the holders of Series A Preferred Stock or Series A-1 Preferred Stock to any Class A Dividends shall be noncumulative.

(d) No dividend or other distribution (other than any dividend or distribution payable solely in shares of Common Stock or any right to acquire shares of Common Stock) shall be paid or declared on the Common Stock during any then current calendar year, and the Corporation shall not repurchase, redeem

or otherwise acquire for value any shares of Common Stock during such then current calendar year, unless and until the Class C Dividends, the Series B Dividend and the Class A Dividends for such then current calendar year (or any prior year(s) for which such dividends have been declared but not paid), as contemplated by Sections 2(a), 2(b) and 2(c) above, respectively, shall have been paid, except the Corporation may:

(i) repurchase shares of Common Stock from any former employee, director or consultant pursuant to agreements which permit the Corporation to repurchase such shares upon the termination of such employee's, director's or consultant's service to the Corporation; and

(ii) acquire shares of Common Stock in exercise of the Corporation's right of first refusal pursuant to any contractual arrangements to which such shares are subject.

(e) In addition to the provisions of Section 2(d) above, no dividend or distribution (other than any dividend or distribution payable solely in shares of Common Stock or any right to acquire shares of Common Stock) shall be paid or declared on any shares of Common Stock unless an equivalent dividend or distribution (measured on an as-if-converted to Common Stock basis) shall have been paid or declared and set apart on the Preferred Stock.

(f) In the event of a conversion of any of the shares of Preferred Stock pursuant to Section 3 below, any declared and unpaid dividends on such shares shall be paid, at the election of the holder(s) thereof, in cash or shares of Common Stock (at the then current fair market value for such shares as determined in good faith by the Board).

3. Conversion. The holders of Preferred Stock shall have conversion rights and obligations as follows (the "Conversion Rights"):

(a) Conversion Prices. As used herein, the "Series C-1 Conversion Price" initially shall be the Original Series C-1 Purchase Price, the "Series C Conversion Price" initially shall be the Original Series C Purchase Price, the "Series B Conversion Price" initially shall be the Original Series B Purchase Price, the "Series A-1 Conversion Price" initially shall be the Original Series A-1 Purchase Price and the "Series A Conversion Price" initially shall be the Original Series A Purchase Price, but the Series C-1 Conversion Price, the Series C Conversion Price, the Series B Conversion Price, the Series A-1 Conversion Price and the Series A Conversion Price shall each be subject to adjustments as set forth in Sections 3(f), 3(g) and 3(h) below.

(b) Dividends. Upon any conversion of any shares of Preferred Stock as provided in this Section 3, any declared and unpaid dividends with respect to such shares shall be paid to the holder thereof as provided in Section 2(f) above.

(c) Right to Convert. Subject to the provisions of Section 3(e)(i) below (and, in the instance of Series C-1 Preferred Stock or Series C Preferred Stock, Section 4(c)(iii) below), each share of Preferred Stock shall be convertible, at the option of the holder thereof at any time after the date of issuance of such share, into such number of fully paid and nonassessable shares of Common Stock as is determined (i) in the instance of Series C-1 Preferred Stock, by dividing the Original Series C-1 Purchase Price by the Series C-1 Conversion Price then in effect, (ii) in the instance of Series C Preferred Stock, by dividing the Original Series C Purchase Price by the Series C Conversion Price then in effect, (iii) in the instance of Series B Preferred Stock, by dividing the Original Series B Purchase Price by the Series B Conversion Price then in effect, (iv) in the instance of Series A-1 Preferred Stock, by dividing the Original Series A-1 Purchase Price by the Series A-1 Conversion Price then in effect, and (v) in the instance of Series A Preferred Stock, by dividing the Original Series A Purchase Price by the Series A Conversion Price then in effect.

(d) Automatic Conversion of Preferred Stock.

(i) All Preferred Stock - Qualified Initial Public Offering. Each share of Preferred Stock shall automatically be converted into such number of fully paid and nonassessable shares of Common Stock as is determined (v) in the instance of Series C-1 Preferred Stock, by dividing the Original Series C-1 Purchase Price by the Series C-1 Conversion Price then in effect, (w) in the instance of Series C Preferred Stock, by dividing the Original Series C Purchase Price by the Series C Conversion Price then in effect, (x) in the instance of Series B Preferred Stock, by dividing the Original Series B Purchase Price by the Series B Conversion Price then in effect, (y) in the instance of Series A-1 Preferred Stock, by dividing the Original Series A-1 Purchase Price by the Series A-1 Conversion Price then in effect, and (z) in the instance of Series A Preferred Stock, by dividing the Original Series A Purchase Price by the Series A Conversion Price then in effect, upon the closing of a sale of Common Stock in a firm commitment, underwritten public offering registered under the Securities Act of 1933, as amended (the “**Securities Act**”), other than a registration relating solely to a transaction under Rule 145 of the Securities Act or to an employee benefit plan of the Corporation, at an implied pre-money equity valuation of the Corporation, based upon the public offering price per share in such registered offering (before underwriters’ discounts and expenses), of at least \$150,000,000.00 with aggregate proceeds to the Corporation (net of underwriters’ discounts and expenses) of at least \$50,000,000.00 (a “**Qualified Initial Public Offering**”).

(ii) Series C-1 Preferred Stock and Series C Preferred Stock - Vote of Holders. Each share of Series C-1 Preferred Stock and Series C Preferred Stock shall automatically be converted into such number of fully paid and nonassessable shares of Common Stock as is determined (x) in the instance of Series C-1 Preferred Stock, by dividing the Original Series C-1 Purchase Price by the Series C-1 Conversion Price then in effect, and (y) in the instance of Series C

Preferred Stock, by dividing the Original Series C Purchase Price by the Series C Conversion Price then in effect, upon the date specified by the vote, written consent or agreement of the holders of at least a majority of the shares of Series C-1 Preferred Stock and Series C Preferred Stock then outstanding (voting or taking action as one class).

(iii) Series B Preferred Stock - Vote of Holders. Each share of Series B Preferred Stock shall automatically be converted into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Series B Purchase Price by the Series B Conversion Price then in effect upon the date specified by the vote, written consent or agreement of the holders of at least a majority of the shares of Series B Preferred Stock then outstanding (voting or taking action as one class).

(iv) Series A-1 and Series A Preferred Stock – Vote of Holders. Each share of Series A-1 Preferred Stock and Series A Preferred Stock shall automatically be converted into such number of fully paid and nonassessable shares of Common Stock as is determined (x) in the instance of Series A-1 Preferred Stock, by dividing the Original Series A-1 Purchase Price by the Series A-1 Conversion Price then in effect, and (y) in the instance of Series A Preferred Stock, by dividing the Original Series A Purchase Price by the Series A Conversion Price then in effect, upon the date specified by the vote, written consent or agreement of the holders of at least a majority of the shares of Series A-1 Preferred Stock and Series A Preferred Stock then outstanding (voting or taking action as one class).

(e) Mechanics of Conversion.

(i) Before any holder of shares of Preferred Stock shall be entitled to convert such shares pursuant to the provisions of Section 3(c) above and receive a certificate or certificates evidencing the shares of Common Stock into which such holder's shares of Preferred Stock are convertible, such holder shall give written notice of the same to the Corporation at its principal executive offices and shall surrender the certificate or certificates evidencing such shares, duly endorsed, at such offices of the Corporation. The Corporation shall, as soon as practicable thereafter, issue and deliver at such offices to such holder (A) a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled and (B) payment for any declared but unpaid dividends on the shares of Preferred Stock converted (as provided in Section 2(f) above). Any such conversion shall be deemed to have been made immediately prior to the close of business on the date of the holder's surrender of the certificate or certificates evidencing such holder's shares of Preferred Stock to be converted, and such holder shall be treated for all purposes as the holder of the shares of Common Stock issuable upon such conversion as of such date.

(ii) Upon the occurrence of any of the events specified in Section 3(d) above, the outstanding shares of Preferred Stock at issue shall be

converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Preferred Stock are either delivered to the Corporation or its transfer agent as provided below, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the outstanding shares of Preferred Stock at issue, the holders of such shares of Preferred Stock shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Preferred Stock. Thereupon, there shall be issued and delivered to each such holder promptly at such office and in his, her or its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Section 2(f) above. If an automatic conversion is effected by reason of a Qualified Initial Public Offering, such conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock upon conversion of such Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(f) Adjustments to Conversion Prices.

(i) Special Definitions. For purposes of this Section 3(f), the following definitions apply:

(1) “**Options**” mean rights, options or warrants to subscribe for, purchase or otherwise acquire any shares of Common Stock or any Convertible Securities (as hereinafter defined).

(2) “**Original Issue Date**” means the date on which the first share of Series C-1 Preferred Stock is issued by the Corporation.

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

(4) “**Additional Shares of Common Stock**” mean all shares of Common Stock issued (or, pursuant to Section 3(f)(iii) below,

deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:

a. Upon conversion of shares of Preferred Stock;

b. To employees, directors, officers, consultants or advisors of the Corporation under or pursuant to stock option, stock bonus or stock purchase plans or agreements or similar plans or agreements where approved by the Board prior to the Original Issue Date; provided, however, that the effect of this Section 3(f)(i)(4)(b) shall be limited to an aggregate of no more than 5,647,592 shares of Common Stock issued under any such plans or agreements;

c. To employees, directors, officers, consultants or advisors of the Corporation under or pursuant to stock option, stock bonus or stock purchase plans or agreements or similar plans or agreements, or any amendments to any such plans or agreements, in each instance where approved by the Board after the Original Issue Date (including, for this purpose, approval of each of the Preferred Directors (as defined in Section 5(b)(ii) below));

d. Pursuant to any joint venture, partnership, collaboration or licensing arrangement, or any arrangement similar to any of the foregoing or which does not have, as its primary purpose, capital raising, if any such arrangement is approved by the Board (including approval of each of the Preferred Directors);

e. Pursuant to any bank financing or equipment or real property leasing arrangement, or any arrangement similar to any of the foregoing, if any such arrangement is approved by the Board;

f. Pursuant to any merger, consolidation, acquisition or similar business transaction which is approved by the Board (including approval of each of the Preferred Directors);

g. Pursuant to any dividend or distribution on the Preferred Stock;

h. In connection with any underwritten public offering of the Corporation's securities in connection with

which all outstanding shares of Preferred Stock will be converted to Common Stock;

i. Upon any exercise or conversion of Options or Convertible Securities (or Options exercisable for Convertible Securities) which are outstanding as of the Original Issue Date;

j. In any instance for which appropriate adjustments of the Series C-1 Conversion Price, the Series C Conversion Price, the Series B Conversion Price, the Series A-1 Conversion Price and the Series A Conversion Price (collectively, the “**Conversion Prices**”) are made pursuant to the provisions of Section 3(g) below; or

k. In a recapitalization or reorganization affecting shares of Common Stock for which appropriate adjustments of the Conversion Prices are made, or pursuant to which appropriate provisions are made for the holders of the outstanding shares of Preferred Stock, pursuant to the provisions of Section 3(h) below.

For the avoidance of doubt, the issuance of any shares of Series C-1 Preferred Stock pursuant to the terms of that certain Series C-1 Preferred Stock Purchase Agreement among the Corporation and certain “Purchasers” identified therein and dated as of approximately the Original Issue Date (as the same may be amended from time to time by its terms, the “**Series C-1 Purchase Agreement**”) shall not invoke the provisions of this Section 3(f) so as to cause any adjustment of any Conversion Price.

(ii) [Reserved.]

(iii) Deemed Issue of Additional Shares of Common Stock. In the event the Corporation, at any time or from time to time after the Original Issue Date, shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities then entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein designed to protect against dilution) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date; provided, however, that in any such case in which Additional Shares of Common Stock are deemed to be issued:

(1) No further adjustments in any Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) If such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Corporation, or decrease or increase in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, any Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities; and provided, further, that no such adjustment of any Conversion Price shall affect shares of Common Stock previously issued upon conversion of shares of Preferred Stock;

(3) Upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, any Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

a. In the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common Stock issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issue of all such Convertible Securities, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange; and

b. In the case of Options for Convertible Securities, the only Additional Shares of Common Stock issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options and the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of all

such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, plus the additional consideration, if any, actually received by the Corporation upon conversion or exchange of such Convertible Securities;

(4) No readjustment pursuant to clauses (2) or (3) above shall have the effect of increasing any Conversion Price to an amount which exceeds the lower of such Conversion Price on the original adjustment date or the Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date;

(5) In the case of any Options which expire by their terms not more than sixty (60) days after the date of issue thereof, no adjustment of any Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the same manner provided in clause (3) above; and

(6) If any record date shall have been fixed and Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in any Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and shall instead be made on the actual date of issuance, if any.

(iv) Adjustment of Conversion Prices Upon Issuance of Additional Shares of Common Stock.

(1) In the event that this Corporation, at any time after the Original Issue Date, shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 3(f)(iii)), for an amount of consideration per share (the "**Lower Price**") which is less than the Series C-1 Conversion Price in effect on the date of, and immediately prior to, such issue, then and in such event, the Series C-1 Conversion Price shall be reduced, concurrently with such issue, as of the opening of business on the date of such issue, to the Lower Price.

(2) In the event that this Corporation, at any time after the Original Issue Date, shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 3(f)(iii)) for an amount of consideration per share which is less than any Conversion Price (other than the Series C-1 Conversion Price) in effect on the date of, and immediately prior to, such issue, then and in such event, such Conversion Price shall be reduced, concurrently with such issue, as of the opening of business on the date of

such issue, to a price determined by multiplying such then applicable Conversion Price in effect immediately prior to such issuance or sale by a fraction:

a. the numerator of which shall be (A) the number of shares of Common Stock deemed outstanding (as provided below) immediately prior to such issue or sale, plus (B) the number of shares of Common Stock which the aggregate consideration received (as determined in Section 3(f)(v) below) by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at such then applicable Conversion Price, and

b. the denominator of which shall be the number of shares of Common Stock deemed outstanding (as provided below) immediately prior to such issue or sale plus the total 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 outstanding, (B) the number of shares of Common Stock into which the then outstanding shares of Preferred Stock could be converted if fully converted 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 Options and Convertible Securities outstanding on the day immediately preceding the given date.

(v) Determination of Consideration. For purposes of this Section 3(f), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(1) Cash and Property. Such consideration shall:

a. Insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation (excluding amounts paid or payable for accrued interest or accrued dividends);

b. Insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board; and

c. In the event Additional Shares of Common Stock are issued together with other shares or securities or

other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses a and b above, as determined in good faith by the Board.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to the provisions of Section 3(f)(iii) above, relating to Options and Convertible Securities, shall be determined by dividing:

a. The total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

b. The maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) issuable upon the exercise of such Options and conversion or exchange of such Convertible Securities.

(g) Adjustments to Conversion Prices for Stock Dividends and for Combinations or Subdivisions of Common Stock. In the event that the Corporation, at any time or from time to time after the Original Issue Date, shall declare or pay, without consideration, any dividend on the Common Stock payable in Common Stock or in any right to acquire Common Stock for no consideration, or shall effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by stock split, reclassification or otherwise than by payment of a dividend in Common Stock or in any right to acquire Common Stock), or in the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, then each Conversion Price in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate.

(h) Adjustments for Reclassification and Reorganization. If the Common Stock issuable upon conversion of shares of Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in Section 3(g) above or an Acquisition provided for in Section 1(g) above), each Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders of Preferred Stock would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders of Preferred Stock upon the conversion of Preferred Stock immediately before such change. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 3 with respect to the rights of the holders of the outstanding shares of Preferred Stock after the reorganization or reclassification to the end that the provisions of this Section 3 (including the provisions regarding adjustment of the Conversion Prices then in effect and the number of shares of Common Stock issuable upon conversion of the outstanding shares of Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(i) No Impairment. Without the requisite stockholder approval (including as may be required by Section 6 below), the Corporation will not, by amendment of its Certificate of Incorporation 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 3 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights against impairment.

(j) Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of any Conversion Price pursuant to the provisions of this Section 3, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms of this Section 3 and prepare and furnish to each holder of shares of Preferred Stock a certificate executed by the Corporation's President or Chief Financial Officer 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 shares of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Prices at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of shares of Series C-1 Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, Series A-1 Preferred Stock and Series A Preferred Stock.

(k) Issue Taxes. The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of shares of Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder (whether in connection with any such conversion or otherwise).

(l) 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 outstanding 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; 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, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose (including engaging in best efforts to obtain the requisite stockholder approval to effect any such action).

(m) Fractional Shares. No fractional share shall be issued upon the conversion of any share of Preferred Stock. Rather, all shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board).

4. Redemption. The Corporation shall be obligated to redeem the Series C-1 Preferred Stock and the Series C Preferred Stock as follows:

(a) Generally. The holders of at least a majority of the outstanding Series C-1 Preferred Stock and Series C Preferred Stock (voting or taking action as one class) may require the Corporation, to the extent it may lawfully do so, to redeem all (but not less than all) of the outstanding shares of the Series C-1 Preferred Stock and the Series C Preferred Stock in three (3) annual installments beginning at any time following December 22, 2010 and ending on (and including) the date two (2) years following such first redemption date (each a "**Redemption Date**"); provided, however, that the Corporation shall receive, at least sixty (60) days prior to the first such Redemption Date, a written request for such redemption from such holders. The Corporation shall effect such redemptions on the applicable Redemption Dates by paying in cash, (i) in exchange for the shares of Series C-1 Preferred Stock to be redeemed, a sum equal to \$0.86 per share of Series C-1 Preferred Stock (as appropriately adjusted

for any stock dividends, combinations, splits or similar events affecting or with respect to such shares) plus any declared but unpaid dividends with respect to such shares (such amount being hereinafter referred to as the “**Series C-1 Redemption Price**”), and (ii) in exchange for the shares of Series C Preferred Stock to be redeemed, a sum equal to \$0.86 per share of Series C Preferred Stock (as appropriately adjusted for any stock dividends, combinations, splits or similar events affecting or with respect to such shares) plus any declared but unpaid dividends with respect to such shares (such amount being hereinafter referred to as the “**Series C Redemption Price**”). The maximum number of shares of Series C-1 Preferred Stock and Series C Preferred Stock that the Corporation shall be required to redeem on any one Redemption Date with respect to each holder of Series C-1 Preferred Stock and Series C Preferred Stock shall be equal to the amount determined by dividing (x) the aggregate number of shares of Series C-1 Preferred Stock and Series C Preferred Stock held by such holder by (y) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). If the Corporation is legally able to redeem some, but not all, of the shares of Series C-1 Preferred Stock and Series C Preferred Stock required to be redeemed as of any Redemption Date, then the number of shares of Series C-1 Preferred Stock and Series C Preferred Stock to be redeemed from each holder shall be determined on a pro rata basis (based upon the aggregate proceeds to be received by each such holder in respect of the redemption). The Corporation shall redeem the remaining shares at issue as soon as sufficient funds are legally available.

(b) Notices. At least ninety (90) days prior to December 22, 2010, the Corporation shall send a notice (a “**Redemption Notice**”) to all holders of Series C-1 Preferred Stock and Series C Preferred Stock setting forth: (i) the expected Series C-1 Redemption Price and Series C Redemption Price; (ii) a summary of the procedures to trigger redemption of the Series C-1 Preferred Stock and the Series C Preferred Stock (including the requirement, pursuant to Section 4(a) above, that at least a majority of the outstanding shares of Series C-1 Preferred Stock and Series C Preferred Stock, voting or taking action as one class, request such redemption); (iii) the financial condition of the Corporation as it relates to the Corporation’s ability to effect such a redemption; and (iv) the place at which holders of Series C-1 Preferred Stock and Series C Preferred Stock may obtain payment of the Series C-1 Redemption Price or the Series C Redemption Price, respectively, upon surrender of their share certificates. If the Corporation does not have, or anticipates that it will not have, sufficient funds legally available to redeem all shares to be redeemed at the first possible Redemption Date, the Corporation shall so indicate in the Redemption Notice.

(c) Mechanics of Redemption.

(i) On or prior to each Redemption Date, the Corporation shall deposit the Series C-1 Redemption Price and the Series C Redemption Price of all shares of Series C-1 Preferred Stock and Series C Preferred Stock to be redeemed on such Redemption Date with a bank or trust company having aggregate capital

and surplus in excess of \$100,000,000.00, as a trust fund, with irrevocable instructions and authority to the bank or trust company to pay, on and after such Redemption Date, the Series C-1 Redemption Price of all shares of Series C-1 Preferred Stock and the Series C Redemption Price of all shares of Series C Preferred Stock to be redeemed to their respective holders upon the surrender of their share certificates. Any moneys deposited by the Corporation pursuant to this Section 4(c) for the redemption of shares of Series C-1 Preferred Stock or Series C Preferred Stock thereafter converted into shares of Common Stock pursuant to Section 3 above no later than the fifth (5th) day preceding the Redemption Date shall be returned to the Corporation forthwith upon such conversion. The balance of any funds deposited by the Corporation pursuant to this Section 4(c) remaining unclaimed at the expiration of six (6) months following such Redemption Date shall be returned to the Corporation promptly upon its written request.

(ii) On or after each Redemption Date, each holder of shares of Series C-1 Preferred Stock and Series C Preferred Stock to be redeemed as of such Redemption Date shall surrender such holder's certificates representing such shares to the Corporation 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 that less than all the shares represented by such certificates are redeemed, a new certificate (or new certificates) shall be issued representing the unredeemed shares. From and after such Redemption Date, unless there shall have been a default in payment of the applicable Redemption Price or the Corporation is unable to pay the applicable Redemption Price due to not having sufficient legally available funds, all rights of the holders of such shares as holders of Series C-1 Preferred Stock and Series C Preferred Stock (except the right to receive the applicable Redemption Price without interest upon surrender of their certificates) shall cease and terminate with respect to such shares; provided, however, that in the event that shares of Series C-1 Preferred Stock and Series C Preferred Stock are not redeemed due to a default in payment by the Corporation or because the Corporation does not have sufficient funds legally available, such shares of Series C-1 Preferred Stock and Series C Preferred Stock shall remain outstanding and shall be entitled to all of the rights and preferences provided herein unless and until such shares are redeemed.

(iii) In the event of a request for redemption of shares of Series C-1 Preferred Stock and Series C Preferred Stock as provided in Section 4(a) above, the Conversion Rights (as defined in Section 3 above) for such shares of Series C-1 Preferred Stock and Series C Preferred Stock to be redeemed as of any Redemption Date shall terminate at the close of business on the fifth (5th) day preceding such Redemption Date, unless default is made in payment of the applicable Redemption Price.

5. Voting Rights; Election of Directors.

(a) Voting Rights. Except as otherwise expressly provided herein (including in Section 6 below) or as required by law, (a) each holder of shares of Preferred Stock shall (i) be entitled to that number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock could then be converted (pursuant to the provisions of Section 3(c) above) and (ii) have voting rights and powers with respect thereto which are equal to the voting rights and powers of the holders of shares of Common Stock, and (b) holders of shares of Preferred Stock shall vote together with the holders of shares of Common Stock as a single class with respect to any matter upon which holders of Common Stock are entitled to vote and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation; provided, however, that fractional votes shall not be permitted (and any fractional voting rights resulting from the above formula, after aggregating all shares of Common Stock 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 Board of Directors. The Board shall be elected as follows:

(i) for so long as at least thirty percent (30%) of the total number of shares of the Series C-1 Preferred Stock and the Series C Preferred ever originally issued by the Corporation remain outstanding (subject to adjustment for any stock dividends, combinations, splits or similar events affecting or with respect to such shares), the holders of Series C-1 Preferred Stock and Series C Preferred Stock, voting or taking action as one class, shall be entitled to elect one (1) member of the Board (the "**Series C Preferred Director**") at each meeting, or pursuant to each consent, of the Corporation's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director;

(ii) for so long as at least thirty percent (30%) of the total number of shares of the Series B Preferred Stock ever originally issued by the Corporation remain outstanding (subject to adjustment for any stock dividends, combinations, splits or similar events affecting or with respect to such shares), the holders of Series B Preferred Stock, voting or taking action as one class, shall be entitled to elect one (1) member of the Board (the "**Series B Preferred Director**") at each meeting, or pursuant to each consent, of the Corporation's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director;

(iii) for so long as at least thirty percent (30%) of the total number of shares of the Series A-1 Preferred Stock and the Series A Preferred Stock ever originally issued by the Corporation remain outstanding (subject to adjustment for any stock dividends, combinations, splits or similar events

affecting or with respect to such shares), the holders of Series A Preferred Stock and Series A-1 Preferred Stock, voting or taking action as one class, shall be entitled to elect one (1) member of the Board (the “**Class A Preferred Director**” and, together with the Series C Preferred Director and the Series B Preferred Director, the “**Preferred Directors**”) at each meeting, or pursuant to each consent, of the Corporation’s stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director;

(iv) the holders of Common Stock, voting or taking action as a separate class, shall be entitled to elect one (1) member of the Board (the “**Common Stock Director**”) at each meeting, or pursuant to each consent, of the Corporation’s stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director; and

(v) the holders of Common Stock and Preferred Stock, voting or taking action together as a single class, shall be entitled to elect all remaining members of the Board (the “**Additional Directors**”) at each meeting, or pursuant to each consent, of the Corporation’s stockholders for the election of directors, and to remove from office any such director and to fill any vacancy caused by the resignation, death or removal of any such director.

6. Protective Provisions.

(a) Preferred Stock. For so long as at least fifty percent (50%) of the total number of shares of the Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B Preferred Stock, the Series A-1 Preferred Stock and the Series A Preferred Stock ever originally issued by the Corporation remain outstanding (subject to adjustment for any stock dividends, combinations, splits or similar events affecting or with respect to such shares), the Corporation shall not (either directly or indirectly by amendment, merger, consolidation or otherwise), without the vote, written consent or agreement of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the then outstanding shares of Preferred Stock, voting or taking action as one class:

(i) Create or designate, whether by reclassification or otherwise, any new class or series of stock or any other securities convertible into equity securities of the Corporation ranking on a parity with or senior to any series of Preferred Stock in any rights, including without limitation rights of conversion, redemption, liquidation preference, voting or dividends;

(ii) Redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any shares of Preferred Stock or Common Stock; provided, however, that the provisions of this Section 6(a)(ii) shall not apply to (x) the redemption of any shares of Series C-1 Preferred Stock or Series C Preferred Stock pursuant to the provisions of Section 4 above or (y)

the repurchase of shares of Common Stock otherwise contemplated by this Section 6(a)(ii) from current or former employees, officers, directors or consultants of, or other persons performing services for, the Corporation pursuant to any agreement under which the Corporation has the option or right to repurchase such shares upon the occurrence of certain events (including the termination of employment or a right of first refusal) at no more than cost (or a higher price if approved by the Board, including approval of each of the Preferred Directors);

(iii) Unless approved by the Board (including approval of each of the Preferred Directors), (x) give effect to any Acquisition, (y) give effect to any liquidation, dissolution or winding up of the Corporation or (z) approve any other transaction or series of related transactions during any 12-month period in which in excess of twenty percent (20%) of the Corporation's outstanding voting securities, as determined following such transaction(s), are transferred or otherwise acquired (excluding any transfers between the stockholders of the Corporation as well as their affiliates);

(iv) Effect an increase or decrease in the authorized number of members of the Board;

(v) Pay or declare any dividend or distribution on any shares of Common Stock (other than any dividend or distribution payable solely in shares of Common Stock or any right to acquire shares of Common Stock) or Preferred Stock;

(vi) Amend or waive any provision of this Certificate of Incorporation or the Corporation's Bylaws; or

(vii) Unless approved by the Board (including approval of each of the Preferred Directors), (x) take any action which results in the Corporation incurring obligations in excess of \$500,000.00 in connection with any single transaction or series of related transactions outside of the Corporation's ordinary course of business, (y) create or authorize the creation of any debt security (excluding, for the avoidance of doubt, and without limitation, any lease arrangement) or (z) acquire substantially all the assets, capital stock or equity interests of another corporation or entity.

(b) Series C-1 Preferred Stock. For so long as at least thirty percent (30%) of the total number of shares of the Series C-1 Preferred Stock ever originally issued by the Corporation remain outstanding, the Corporation shall not (either directly or indirectly by amendment, merger, consolidation or otherwise), without the vote, written consent or agreement of the holders of at least a majority of the then outstanding shares of Series C-1 Preferred Stock:

(i) Amend the rights, preferences or privileges of the shares of Series C-1 Preferred Stock;

(ii) Increase or decrease the number of authorized shares of Series C-1 Preferred Stock; or

(iii) Amend or waive any provision of this Certificate of Incorporation or the Corporation's Bylaws in a manner that alters or changes the powers, preferences or special rights of holders of the Series C-1 Preferred Stock adversely in a manner that shall not so affect the entire class of outstanding shares of Preferred Stock.

(c) Series C Preferred Stock. For so long as at least thirty percent (30%) of the total number of shares of the Series C Preferred Stock ever originally issued by the Corporation remain outstanding, the Corporation shall not (either directly or indirectly by amendment, merger, consolidation or otherwise), without the vote, written consent or agreement of the holders of at least a majority of the then outstanding shares of Series C Preferred Stock:

(i) Amend the rights, preferences or privileges of the shares of Series C Preferred Stock;

(ii) Increase or decrease the number of authorized shares of Series C Preferred Stock; or

(iii) Amend or waive any provision of this Certificate of Incorporation or the Corporation's Bylaws in a manner that alters or changes the powers, preferences or special rights of holders of the Series C Preferred Stock adversely in a manner that shall not so affect the entire class of outstanding shares of Preferred Stock.

(d) Series B Preferred Stock. For so long as at least thirty percent (30%) of the total number of shares of the Series B Preferred Stock ever originally issued by the Corporation remain outstanding, the Corporation shall not (either directly or indirectly by amendment, merger, consolidation or otherwise), without the vote, written consent or agreement of the holders of at least a majority of the then outstanding shares of Series B Preferred Stock:

(i) Amend the rights, preferences or privileges of the shares of Series B Preferred Stock;

(ii) Increase or decrease the number of authorized shares of Series B Preferred Stock; or

(iii) Amend or waive any provision of this Certificate of Incorporation or the Corporation's Bylaws in a manner that alters or changes the powers, preferences or special rights of holders of the Series B Preferred Stock adversely in a manner that shall not so affect the entire class of outstanding shares of Preferred Stock.

(e) Series A-1 Preferred Stock. For so long as at least thirty percent (30%) of the total number of shares of the Series A-1 Preferred Stock ever originally issued by the Corporation remain outstanding, the Corporation shall not (either directly or indirectly by amendment, merger, consolidation or otherwise), without the vote, written consent or agreement of the holders of at least a majority of the then outstanding shares of Series A-1 Preferred Stock:

(i) Amend the rights, preferences or privileges of the shares of Series A-1 Preferred Stock;

(ii) Increase or decrease the number of authorized shares of Series A-1 Preferred Stock; or

(iii) Amend or waive any provision of this Certificate of Incorporation or the Corporation's Bylaws in a manner that alters or changes the powers, preferences or special rights of holders of the Series A-1 Preferred Stock adversely in a manner that shall not so affect the entire class of outstanding shares of Preferred Stock.

(f) Series A Preferred Stock. For so long as at least thirty percent (30%) of the total number of shares of the Series A Preferred Stock ever originally issued by the Corporation remain outstanding, the Corporation shall not (either directly or indirectly by amendment, merger, consolidation or otherwise), without the vote, written consent or agreement of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock:

(i) Amend the rights, preferences or privileges of the shares of Series A Preferred Stock;

(ii) Increase or decrease the number of authorized shares of Series A Preferred Stock; or

(iii) Amend or waive any provision of this Certificate of Incorporation or the Corporation's Bylaws in a manner that alters or changes the powers, preferences or special rights of holders of the Series A Preferred Stock adversely in a manner that shall not so affect the entire class of outstanding shares of Preferred Stock.

7. Status of Converted Stock. In the event that any shares of Preferred Stock shall be converted pursuant to the provisions of Section 3 above, the shares so converted shall thereupon be cancelled and shall not thereafter be issuable by the Corporation. This Certificate of Incorporation shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

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

ARTICLE V.

In furtherance of and not in limitation of powers conferred by statute, it is further provided that:

A. Subject to the limitations and exceptions, if any, contained in this Certificate of Incorporation and the Corporation's Bylaws, the Corporation's Bylaws may be adopted, amended or repealed by the Board with, and only with, the affirmative vote of a majority of all directors then in office;

B. Elections of directors need not be by written ballot unless, and only to the extent, otherwise provided in the Corporation's Bylaws; and

C. Subject to any applicable requirements of law, the books of the Corporation may be kept outside the State of Delaware at such locations as may be designated by the Board or in the Corporation's Bylaws.

ARTICLE VI.

To the fullest extent permitted by law, no director of the Corporation shall be personally liable to the Corporation or to any of its stockholders for damages arising out of such director's breach of his or her fiduciary duty as a director of the Corporation, except to the extent that the elimination or limitation of such liability is not permitted by the Delaware General Corporation Law (the "DGCL"), or in the event a judgment or other final adjudication adverse to such director establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. This Article VI shall not affect any other provision permitted under the DGCL in this Certificate of Incorporation, the Corporation's Bylaws or any contract or resolution of the Corporation indemnifying or agreeing to indemnify a director against personal liability. No amendment to or repeal of the provisions of this Article VI shall deprive any director of the Corporation of the benefit hereof with respect to any act or failure to act of such director occurring prior to such amendment or repeal.

ARTICLE VII.

A. The Corporation shall, to the fullest extent permitted by law, indemnify each person who at any time is, or shall have been, a director or officer of the Corporation and 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 he or she is or was a director or officer 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 (all such persons being referred to hereinafter as an "Indemnatee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred in connection with any such action, suit or proceeding, to the maximum extent permitted by the DGCL.

B. Each Indemnatee shall notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving him or her for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense as well as to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the Indemnatee.

C. In the event that the Corporation does not assume the defense of any action, suit, proceeding or investigation of which the Corporation receives notice under this Article VII, the Corporation shall advance from time to time any expenses (including reasonable attorneys' fees) incurred by an Indemnatee in defending a civil or criminal action, suit, proceeding or investigation or any appeal therefrom; provided, however, that the payment of such expenses incurred by an Indemnatee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of the Indemnatee to repay all amounts so advanced in the event that it shall ultimately be determined that the Indemnatee is not entitled to be indemnified by the Corporation as authorized in this Article VII, which undertaking shall be accepted without reference to the financial ability of the Indemnatee to make such repayment; and provided, further, that no such advancement of expenses shall be made if it is determined that (1) the Indemnatee did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (2) with respect to any criminal action or proceeding, the Indemnatee had reasonable cause to believe his or her conduct was unlawful.

D. In any suit brought by the Indemnatee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnatee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII or otherwise shall be on the Corporation.

E. Except for any suit contemplated by the foregoing Section D, the Corporation shall not indemnify an Indemnatee seeking indemnification in connection with a proceeding (or part thereof) initiated by such Indemnatee unless the initiation thereof was approved by the Board. In addition, the Corporation shall not indemnify an Indemnatee to the extent such Indemnatee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnatee and such Indemnatee is subsequently reimbursed from the proceeds of insurance, such

Indemnitee shall promptly refund such indemnification payments to the Corporation to the extent of such insurance reimbursement.

F. All determinations hereunder as to the entitlement of an Indemnitee to indemnification or advancement of expenses shall be made in each instance by (i) a majority vote of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question, whether or not a quorum, (ii) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of stockholders who are not at that time parties to the action, suit or proceeding in question, (iii) independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation) or (iv) a court of competent jurisdiction.

G. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or its subsidiary or affiliate, or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

H. The foregoing right of indemnification (i) shall in no way be exclusive of any other rights of indemnification to which any such director or officer may be entitled, under any Bylaw, agreement, vote of directors or stockholders or otherwise and (ii) shall inure to the benefit of the heirs, executors and administrators of the Indemnitees. The Corporation may, to the extent authorized from time to time by the Board, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article VII. No amendment to or repeal of the provisions of this Article VII shall deprive a director or officer of the benefit hereof with respect to any act or failure to act occurring prior to such amendment or repeal.

ARTICLE VIII.

The Corporation reserves the right at any time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred upon stockholders herein, are granted subject to this reservation and, except as set forth in Articles VI and VII, all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other person whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article VIII.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed as of September 25, 2007.

/s/ Ron Taylor

Ron Taylor
Chief Executive Officer