

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D  
Under the Securities Exchange Act of 1934  
(Amendment No.)\*

ADESTO TECHNOLOGIES CORPORATION

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(Name of Issuer)

Common Stock, par value \$0.0001 per share

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(Title of Class of Securities)

00687D101

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(CUSIP Number)

Harris & Harris Group, Inc.  
1450 Broadway, 24<sup>th</sup> Floor  
New York, NY 10018  
Attention: Daniel B. Wolfe  
Telephone:

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 26, 2015

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(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1	NAME OF REPORTING PERSONS: Harris & Harris Group, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,769,868 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,769,868 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,769,868 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED IN ROW (11) 12.0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAME OF REPORTING PERSONS: Daniel B. Wolfe, PhD.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,769,868 shares (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,769,868 shares (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED IN ROW (11) 12.0% from Harris & Harris Group, Inc.	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) As described in Item 5, Dr. Wolfe is deemed to have shared voting power over the shares of the Company held by Harris & Harris as a result of his position as a Managing Director of Harris & Harris. Reference is made to Item 2 to this Schedule 13D.

1	NAME OF REPORTING PERSONS: Douglas W. Jamison	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,769,868 shares (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,769,868 shares (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,769,868 shares (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED IN ROW (11) 12.0% from Harris & Harris Group, Inc.**	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) As described in Item 5, Mr. Jamison is deemed to have shared voting power and shared dispositive power over the shares of the Company held by Harris & Harris as a result of his position as a Managing Director and Chief Executive Officer of Harris & Harris. Reference is made to Item 2 to this Schedule 13D.

1	NAME OF REPORTING PERSONS: Alexei Andreev, PhD.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Russian Federation	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,769,868 shares (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,769,868 shares (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED IN ROW (11) 12.0% from Harris & Harris Group, Inc.	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) As described in Item 5, Dr. Andreev is deemed to have shared voting power over the shares of the Company held by Harris & Harris as a result of his position as a Managing Director of Harris & Harris. Reference is made to Item 2 to this Schedule 13D.

1	NAME OF REPORTING PERSONS: Misti Ushio, PhD.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,769,868 shares (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,769,868 shares (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED IN ROW (11) 12.0% from Harris & Harris Group, Inc.	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) As described in Item 5, Dr. Ushio is deemed to have shared voting power with other Managing Directors over the shares of the Company held by Harris & Harris as a result of her position as a Managing Director of Harris & Harris. Reference is made to Item 2 to this Schedule 13D.

CUSIP No. 00687D101

### **Item 1. Security and Issuer**

This statement on Schedule 13D (this "Statement") relates to the shares of common stock, \$0.0001 par value per share (the "Common Stock"), of Adesto Technologies Corporation, a Delaware corporation (the "Company"). The Company's principal executive offices are located at 1250 Borregas Avenue, Sunnyvale, CA 94089.

### **Item 2. Identity and Background**

(a) - (c) This Statement is filed by Harris & Harris Group, Inc. ("Harris & Harris"), Daniel B. Wolfe, Douglas W. Jamison, Alexei Andreev and Misti Ushio (each, a "Reporting Person"). Drs. Wolfe, Andreev and Ushio and Mr. Jamison may be deemed to have shared voting power over the Common Stock owned by Harris & Harris (the "Shares") as result of their respective positions as a Managing Director of Harris & Harris. In addition, Mr. Jamison may be deemed to have shared dispositive power over the Common Stock owned by Harris & Harris as a result of his position as Chief Executive Officer of Harris & Harris. The principal business address of each Reporting Person is 1450 Broadway, 24th Floor, New York, NY 10018. None of the Reporting Persons is considered to be part of a group, and this Schedule 13D has been filed by the Reporting Persons as a joint filing pursuant to Rule 13d-1(k)(1) promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Harris & Harris is a New York corporation, Drs. Wolfe and Ushio, and Mr. Jamison are citizens of the United States of America, and Dr. Andreev is a citizen of the Russian Federation.

### **Item 3. Source and Amount of Funds or Other Consideration**

Prior to October 30, 2015, Harris & Harris owned the following securities of the Company: (i) 198,413 shares of the Company's Series A Convertible Preferred Stock (the "Series A Stock"), (ii) 180,375 shares of the Company's Series B Convertible Preferred Stock (the "Series B Stock"), (iii) 64,309 shares of the Company's Series C Convertible Preferred Stock (the "Series C Stock"), (iv) 44,438 shares of the Company's Series D Convertible Preferred Stock (the "Series D Stock"), (v) 29,930 shares of the Company's Series D-1 Convertible Preferred Stock (the "Series D-1 Stock") and (vi) 106,326 shares of the Company's Series E Convertible Preferred Stock (the "Series E Stock"). Each share of Series A Stock, Series B Stock, Series C Stock and Series D-1 Stock automatically converted into one share of Common Stock immediately prior to the consummation of the Company's initial public offering. Each share of Series D Stock converted into 1.0330576 shares of Common Stock immediately prior to the consummation of the Company's initial public offering. Each share of Series E Stock converted into 9.8841 shares of Common Stock immediately prior to the consummation of the Company's initial public offering ("IPO").

On October 26, 2015, the Registration Statement on Form S-1 filed with the Securities and Exchange Commission (the "SEC") by the Company (File No. 333-206940) (the "Registration Statement") was declared effective in connection with its initial public offering of 5,000,000 shares of Common Stock. The IPO was consummated on October 30, 2015. Upon consummation of the IPO, (i) 198,412 shares of Series A Stock automatically converted into 198,412 shares of Common Stock, (ii) 180,375 shares of Series B Stock automatically converted into 180,375 shares of Common Stock, (iii) 64,308 shares of Series C Stock automatically converted into 64,308 shares of Common Stock, (iv) 44,438 shares of Series D Stock converted into 45,907 shares of Common Stock, (v) 29,930 shares of Series D-1 Stock automatically converted into 29,930 shares of Common Stock, and (vi) 106,326 shares of Series E Stock automatically converted into 1,050,936 shares of Common Stock. Prior to the IPO, Harris & Harris acquired the Series A Stock, Series B Stock, Series C Stock, Series D Stock, Series D-1 Stock, and Series E Stock from the Company in a series of private transactions.

Additionally, on October 26, 2015, Harris & Harris purchased 200,000 shares of Common Stock in the IPO, at a price of \$5.00 per share.

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#### **Item 4. Purpose of Transaction**

The description set forth in Item 3 of this Schedule 13D is incorporated herein by reference. Harris & Harris acquired such securities in the Company for investment purposes. In addition, no Reporting Person has any present plans or proposals which relate to or would result in any of the following:

- (a) The acquisition by any person of additional securities of the Company, or the disposition of securities of the Company;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Company;
- (f) Any other material change in the Company's business or corporate structure;
- (g) Changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person;
- (h) Causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

#### **Item 5. Interest in Securities of the Issuer**

(a)-(b) The aggregate percentage of Common Stock reported owned by each person named herein is based upon 14,781,169 shares, which is the total number of Common Stock outstanding as disclosed in the Company's prospectus, dated October 26, 2015, filed with the SEC on October 27, 2015 as part of the Registration Statement. As of October 30, 2015, Harris & Harris beneficially owned 1,769,868 shares of Common Stock, constituting approximately 12.0% of the shares outstanding, based upon 14,781,169 shares, as disclosed in the Company's prospectus, dated October 26, 2015, filed with the SEC on October 27, 2015 as part of the Registration Statement. Drs. Wolfe, Andreev and Ushio and Mr. Jamison are managing directors of Harris & Harris and a majority vote among the managing directors is required to vote the Common Stock. As such, each of Drs. Wolfe, Andreev and Ushio and Mr. Jamison may be deemed to have shared voting power over the shares of Common Stock owned by Harris & Harris. In addition, Mr. Jamison may be deemed to have shared dispositive power over the Common Stock owned by Harris & Harris as a result of his position as Chief Executive Officer of Harris & Harris.

(c) The information contained in Items 3 and 4 above is hereby incorporated herein by reference in its entirety.

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, such Common Stock.

(e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

In connection with the IPO, Harris & Harris and Dr. Andreev each entered into a lock-up agreement (each a "Lock-up Agreement") pursuant to which each agreed, subject to certain exceptions, not to offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, encumber, assign, borrow or otherwise dispose of or transfer any shares of Common Stock or any other security of the Company or any other entity that is convertible into, or exercisable or exchangeable for Common Stock or any other equity security of the Company for 180 days after the effectiveness of the Registration Statement. The description of the Lock-Up Agreement is qualified in its entirety by reference to the full text of the Form of Lock-Up Agreement, which is filed as Exhibit 2 to this Schedule 13D and is incorporated herein by reference.

#### **Item 7. Material to Be Filed as Exhibits**

1. Joint Filing Agreement.
  2. Form of Lock-Up Agreement.
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**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: November 2, 2015

**HARRIS & HARRIS GROUP, INC.**

By: /s/ Daniel B. Wolfe  
Name: Daniel B. Wolfe  
Title: President

/s/ Daniel B. Wolfe  
**Daniel B. Wolfe**

/s/ Douglas W. Jamison  
**Douglas W. Jamison**

/s/ Alexei Andreev  
**Alexei Andreev**

/s/ Misti Ushio  
**Misti Ushio**

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**Exhibit 1**

**Joint Filing Agreement**

The undersigned hereby agree that a single Schedule 13D (or any amendment thereto) relating to the Common Stock of Adesto Technologies Corporation shall be filed on behalf of each of the undersigned and that this Agreement shall be filed as an exhibit to such Schedule 13D.

Dated: November 2, 2015

**HARRIS & HARRIS GROUP, INC.**

By: /s/ Daniel B. Wolfe  
Name: Daniel B. Wolfe  
Title: President

/s/ Daniel B. Wolfe  
**Daniel B. Wolfe**

/s/ Douglas W. Jamison  
**Douglas W. Jamison**

/s/ Alexei Andreev  
**Alexei Andreev**

/s/ Misti Ushio  
**Misti Ushio**

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LOCK-UP AGREEMENT

\_\_\_\_\_, 2015

Oppenheimer & Co. Inc.  
Needham & Company, LLC

As Representatives of the Several Underwriters

c/o Oppenheimer & Co. Inc.  
85 Broad Street  
New York, New York 10004

c/o Needham & Company, LLC  
445 Park Avenue  
New York, New York 10022

Re: Public Offering of Adesto Technologies Corporation

Ladies and Gentlemen:

The undersigned, a holder of common stock, no par value ("Common Stock"), or rights to acquire Common Stock, of Adesto Technologies Corporation, a California corporation together with any successor entities (the "Company") understands that you, as Representatives of the several Underwriters, propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with the Company, providing for the public offering (the "Public Offering") by the several Underwriters named in Schedule I to the Underwriting Agreement (the "Underwriters"), of shares of Common Stock of the Company. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters' agreement to enter into the Underwriting Agreement and to proceed with the Public Offering, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees for the benefit of the Company, you and the other Underwriters that, without the prior written consent of Oppenheimer & Co. Inc. and Needham & Company, LLC (the "Representatives") on behalf of the Underwriters, the undersigned will not, during the period ending 180 days after the date of the prospectus (the "Lock-Up Period") relating to the Public Offering (the "Prospectus"), directly or indirectly (1) offer, pledge, assign, encumber, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock beneficially owned (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended, (the "Exchange Act")) by the undersigned on the date hereof or hereafter acquired or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, or publicly announce an intention to do any of the foregoing. The foregoing restrictions shall not apply to:

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- i. transfers of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock as a bona fide gift or gifts; provided, that, the recipient of such a gift agrees to be bound in writing by the restrictions set forth herein; provided, further, that no filing under the Exchange Act or other public announcement reporting a reduction in the beneficial ownership of Common Stock held by the undersigned shall be required or voluntarily made in connection with such disposition;
  - ii. transfers of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (a) to any member of the immediate family of the undersigned, (b) to any trust or partnership for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (including by will or intestate succession), (c) by will or intestacy, or (d) pursuant to a qualified domestic order or in connection with a divorce settlement or other court order; provided, that, in the case of any transfer pursuant to this Paragraph ii, the transferee agrees prior to any such transfer to be bound in writing by the restrictions set forth herein (except that in the case of transfers made pursuant to subsection (d) hereof if the transferee does not so agree, such transfer may continue to be made by operation of law pursuant to such order or settlement); provided, further, that no filing under the Exchange Act or other public announcement reporting a reduction in the beneficial ownership of Common Stock held by the undersigned shall be required or voluntarily made in connection with such transfer during the Lock-Up Period;
  - iii. the conversion of outstanding shares of the Company's preferred stock (the "Preferred Stock") into shares of Common Stock in connection with the consummation of the Offering; provided, that, any such shares of Common Stock received upon such conversion shall be subject to the restrictions set forth herein;
  - iv. transfers or distributions of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock by the undersigned, provided the undersigned is (1) a corporation, partnership or other business entity either to (A) another corporation, partnership or other business entity that controls, is controlled by or managed by or is under common control with the undersigned or (B) as part of a distribution to an equity holder of the undersigned or the estate of any such equity holder, or (2) a trust, to a trustee or beneficiary of the trust or the estate of a beneficiary of such trust; provided, that, in the case of any transfers or distributions pursuant to this Paragraph iv, the transferee or distributee agrees to be bound in writing by the restrictions set forth herein; provided, further, that no filing under the Exchange Act or other public announcement reporting a reduction in the beneficial ownership of Common Stock held by the undersigned shall be required or voluntarily made in connection with such transfer or distribution during the Lock-Up Period;
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- v. the exercise for cash of any stock options granted under an equity incentive plan described in the Prospectus in accordance with the terms of the equity incentive plan and the agreements related thereto; provided, that, any Common Stock issued to the undersigned upon such exercise shall continue to be subject to the restrictions set forth herein;
  - vi. the “cashless” exercise of any stock options granted under an equity incentive plan described in the Prospectus in accordance with the terms of the equity incentive plan and the agreements related thereto; provided, that, any Common Stock issued to the undersigned upon such exercise shall continue to be subject to the restrictions set forth herein; provided, further that, no filing under the Exchange Act reporting a reduction in the beneficial ownership of Common Stock held by the undersigned shall be required or voluntarily made in connection with such exercise or transfer during the Lock-Up Period;
  - vii. the exercise of outstanding warrants to acquire shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock that are described in the Prospectus, including the transfer of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock to the Company in connection with the “net” or “cashless” exercise or settlement of such warrants; provided, that, the shares of Common Stock or other securities delivered to the undersigned upon such exercise shall continue to be subject to the restrictions set forth herein; provided, further that, no filing under the Exchange Act reporting a reduction in the beneficial ownership of Common Stock held by the undersigned shall be required or voluntarily made in connection with such exercise or transfer during the Lock-Up Period;
  - viii. the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act; provided, that, such plan does not provide for the transfer of Common Stock during the Lock-Up Period; provided, further, that no filing under the Exchange Act or other public announcement reporting the establishment of such plan shall be required or voluntarily made by or on behalf of the undersigned or the Company in connection with such plan during the Lock-Up Period;
  - ix. transfers of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock to the Company pursuant to the Company’s right to repurchase such securities or right of first refusal with respect to the transfer of such securities; provided, that, if such transfers are required to be reported on Form 4 in accordance with Section 16 of the Exchange Act, the undersigned shall include a statement in such report to the effect that the filing relates to a repurchase by the Company pursuant to a plan or agreement with the Company;
  - x. transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering; provided, that, no filing under the Exchange Act or other public announcement reporting a change in the beneficial ownership of Common Stock held by the undersigned shall be required or voluntarily made in connection with such transactions during the Lock-Up Period; and
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- xii. any exchange or transfer of Preferred Stock or Common Stock or any securities convertible into or exercisable or exchangeable for Preferred Stock or Common Stock by the undersigned in connection with the Company's reincorporation in Delaware; provided that any securities issued to the undersigned as part of such exchange or transfer shall continue to be governed by this Lock-Up Agreement.

Notwithstanding the foregoing, the undersigned shall be permitted to pledge as collateral for any *bona fide* loan facility and transfer in the event of a default of such *bona fide* loan facility any Preferred Stock or Common Stock or any securities convertible into or exercisable or exchangeable for Preferred Stock or Common Stock, provided that the lender agrees in writing that the Preferred Stock or Common Stock or any securities convertible into or exercisable or exchangeable for Preferred Stock or Common Stock shall continue to be subject to the restrictions on transfer set forth in this Lock-Up Agreement.

The undersigned also agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock.

If the undersigned is an officer or director of the Company, the undersigned agrees that the foregoing restrictions shall be equally applicable to any issuer-directed shares of Common Stock the undersigned may purchase in the Offering and the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a proposed transfer of shares of Common Stock by the undersigned, the Representatives will notify the Company of the impending release or waiver, and the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration and (ii) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

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The undersigned understands that, if the Underwriting Agreement does not become effective on or before December 31, 2015, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the shares of Common Stock to be sold thereunder, the undersigned shall be released from all obligations under this Lock-Up Agreement.

The undersigned, whether or not participating in the Offering, understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Lock-Up Agreement.

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This lock-up agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

**IF AN INDIVIDUAL:**

**IF AN ENTITY:**

By: \_\_\_\_\_

Entity: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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