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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): November 2, 2015

Rennova Health, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)
000-26824
(Commission
File Number)
68-0370244
(I.R.S. Employer
Identification No.)

400 S. Australian Avenue, Suite 800
West Palm Beach, Florida 33401
(Address of Principal Executive Offices)

(561) 855-1626
(Registrant's telephone number, including area code)

CollabRx, Inc.
44 Montgomery Street
Suite 800
San Francisco, California 94104
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 2.01 Completion of Acquisition or Disposition of Assets

On November 2, 2015, Rennova Health, Inc. (the “Company”), formerly known as CollabRx, Inc., completed its merger (the “Merger”) with Medytox Solutions, Inc. (“Medytox”). Prior to closing, the Company amended its certificate of incorporation to effect a 1-for-10 reverse stock split and to change its name to Rennova Health, Inc. In connection with the Merger, (i) each share of common stock of Medytox was converted into the right to receive 0.4096377408003329 shares of common stock of the Company, (ii) each share of Series B Preferred Stock of Medytox was converted into the right to receive one share of a newly-authorized Series B Convertible Preferred Stock of the Company, and (iii) each share of Series E Convertible Preferred Stock of Medytox was converted into the right to receive one share of a newly-authorized Series E Convertible Preferred Stock of the Company.

Holders of Company equity prior to the closing of the Merger (including all outstanding Company common stock and all restricted stock units, options and warrants exercisable for shares of Company common stock) hold 10% of the Company’s common stock following the closing of the Merger, and holders of Medytox equity prior to the closing of the Merger (including all outstanding Medytox common stock and all outstanding options exercisable for shares of Medytox common stock, but less certain options that were cancelled upon the closing pursuant to agreements between Medytox and such optionees) hold 90% of the Company’s common stock following the closing of the Merger, in each case on a fully diluted basis, provided, however, outstanding shares of the newly designated Series B Convertible Preferred Stock and Series E Convertible Preferred Stock, certain outstanding convertible promissory notes exercisable for Company common stock after the closing and certain option grants expected to be made at or immediately following the closing of the Merger are excluded from such ownership percentages.

Also in connection with the Merger: (i) each of James Karis, Jeffrey M. Kraus and Carl Muscari resigned from the Company’s Board of Directors; (ii) each of Seamus Lagan, Christopher Diamantis, Benjamin Frank, Michael L. Goldberg and Robert Lee was appointed to serve on the Company’s Board of Directors; and (iii) Thomas R. Mika was appointed Chairman of the Board, Seamus Lagan was appointed Chief Executive Officer and President, Samuel Mitchell was appointed Chief Operating Officer, Jason Adams was appointed Chief Financial Officer, Jeffrey Wadman was appointed Controller and Treasurer, and Sebastian Sainsbury was appointed as Secretary.

On November 3, 2015, the common stock of Rennova Health, Inc. commenced trading on the Nasdaq Capital Market under the symbol RNVA. Immediately after the consummation of the Merger, the Company had 13,765,375 shares of common stock, 5,000 shares of Series B Convertible Preferred Stock and 45,000 shares of Series E Convertible Preferred Stock issued and outstanding. A description of the Series B Convertible Preferred Stock and the Series E Convertible Preferred Stock is below.

Item 3.03 Material Modification to Rights of Security Holders

Reference is made to the disclosure set forth in Item 2.01.

Pursuant to the previously-disclosed amendment, dated as of April 13, 2015, to the Shareholder Rights Agreement between the Company and Computershare Trust Company, N.A. (as successor rights agent to Registrar and Transfer Company), the Shareholder Rights Agreement, as amended, expired immediately prior to the effective time of the Merger.

Item 5.01 Changes in Control of Registrant

Reference is made to the disclosure set forth in Item 2.01.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Reference is made to the disclosure set forth in Item 2.01.

The following is information regarding our new executive officers:

Seamus Lagan, age 46, is the Chief Executive Officer and President of the Company and a director. He was appointed as Chief Executive Officer and a director of Medytox effective September 15, 2014. Mr. Lagan had been, either individually or through Alcimed LLC, a consultant to Medytox since May 2011. Mr. Lagan has been a director of Alcimed since its formation in 2007. Alcimed is a privately-held, Delaware limited liability company which provides various consulting services, including management, organization, and financial consulting services. Mr. Lagan also currently serves, through Alcimed, as chief executive officer of the following subsidiaries of the Company: Medytox Diagnostics, Inc. (since February 2012), Medytox Medical Marketing & Sales, Inc. (since March 2012), and Health Technology Solutions, Inc. (since June 2011) and as president of Medical Billing Choices, Inc. (since July 2013). From September 2008 through May 2011, Mr. Lagan was a private investor. Mr. Lagan graduated from Bellymena Technical College in Ireland in 1989.

Samuel R. Mitchell, Jr., age 34, is the Chief Operating Officer of the Company. He joined Medytox on January 19, 2015 as Chief Operating Officer. Prior to joining Medytox, Mr. Mitchell previously served as the Chief Operating Officer for Premier Family Health, P.A. from August 2013 until November 2014; the Practice Administrator for Pulmonary Disease Specialist, P.A. from May 2012 until July 2013; the Chief Business Officer for Greenville Clinic Corp. from December 2010 until April 2012; and the Area Director for U.S. Healthworks Medical Group from February 2007 until November 2010. Mr. Mitchell received a Master in Business Administration from Nova Southeastern University in 2009; a Master of Health Administration from Nova Southeastern University in 2007; and a Bachelor of Science - Business Administration degree from Florida A&M University in 2004.

Jason P. Adams, age 34, is the Chief Financial Officer of the Company. He commenced employment with Medytox in September 2015, and was appointed Chief Financial Officer on September 12, 2015. Prior to joining Medytox, Mr. Adams was the Chief Financial Officer of West Central Behavioral Health, a provider of behavioral health services in the state of New Hampshire, from March 2014 until September 2015. Prior to his involvement with West Central Behavioral Health, he held similar positions with Alico, Inc., from April 2012 until March 2014, and the Source Interlink Companies, Inc., from February 2006 through April 2012. Mr. Adams holds a BS degree in Accounting from Castleton University, and a Colorado CPA designation.

Jeffrey L. Wadman, age 59, is the Treasurer and Controller of the Company. He was the interim Chief Financial Officer of Medytox from May to September 2015. Mr. Wadman joined Medytox in 2014 as its controller. Prior to joining Medytox, from 2008 until 2014, Mr. Wadman was the Senior Vice President and Chief Accounting Officer of Oxbow Carbon LLC, a global group of companies. From 2005 to 2008, Mr. Wadman was the Vice President of Accounting and Global Controller of Stieffel Laboratories, Inc., a privately-owned pharmaceutical company. Prior thereto, Mr. Wadman served with Eli Lilly & Company for 16 years (1989 to 2005) in increasingly responsible positions, including as Chief Executive Officer of the Eli Lilly Federal Credit Union.

Effective November 2, 2015, the Company's audit committee consists of Mr. Robert Lee, Mr. Christopher Diamantis and Mr. Benjamin Frank; the Company's compensation committee consists of Mr. Christopher Diamantis, Dr. Paul Billings and Mr. Benjamin Frank; and the Company's nominating/corporate governance committee consists of Mr. Benjamin Frank, Mr. Christopher Diamantis and Mr. Robert Lee.

Alcimed LLC, of which Mr. Lagan is the sole manager, had advanced loans to Medytox for the payment of certain operating expenses. The loans were due on demand. The amount outstanding to Alcimed was \$85,000 at December 31, 2012. During the year ended December 31, 2013, the \$85,000 was paid along with a one-time interest charge of \$18,417. Alcimed was paid \$364,375 and \$240,000 for consulting fees pursuant to a consulting agreement for the years ended December 31, 2014 and 2013, respectively, and \$187,500 during the six months ended June 30, 2015. Medytox reimbursed Alcimed \$450,408 and \$520,334 for certain operating expenses and asset purchases paid by Alcimed on Medytox's behalf in the years ended December 31, 2014 and 2013, respectively.

On February 3, 2014, Medytox borrowed \$3,000,000 from Alcimed LLC. The note has an interest rate of 6%. The note is payable in one payment, including interest, at maturity on February 2, 2016. On June 29, 2015, Alcimed exercised options granted in October 2012 to purchase one million shares of Medytox's common stock at an exercise price of \$2.50 per share. The loan outstanding was reduced in satisfaction of the aggregate exercise price of \$2,500,000.

On February 27, 2015, Medytox borrowed \$30,000 from Alcimed LLC. The loan was repaid on April 15, 2015.

On December 31, 2014, Medytox borrowed \$3,000,000 from D&D Funding II, LLC ("D&D"). Christopher Diamantis, a director of the Company and a former director of Medytox, is the manager and 50% owner of D&D (the "D&D Note"). The D&D Note has an interest rate of 10%. The D&D note is payable in one payment, including interest, at maturity on December 31, 2015. The D&D Note must be prepaid upon the consummation of a sale of shares of common stock or other securities convertible into common stock for cash pursuant to which the Company receives net proceeds of not less than \$10 million. The D&D Note is convertible at any time, in whole or in part, into common stock at a conversion price equal to 75% of the Market Price (as defined in the D&D Note). Upon any such conversion, the holder will also receive warrants exercisable into the same number of shares of common stock as are being issued upon conversion. The warrants will have a term of one year and the exercise price will be equal to the Market Price (without any discount).

Item 5.03 Amendment to Articles of Incorporation or Bylaws; Change in Fiscal Year

Reference is made to the disclosure set forth in Item 2.01.

On November 2, 2015, the Company filed a Certificate of Designation with the Secretary of State of the State of Delaware to authorize the issuance of up to 5,000 shares of Series B Convertible Preferred Stock. The Series B Convertible Preferred Stock ranks (a) with respect to liquidation rights (i) senior to the Company's common stock and (ii) senior to all other classes and series of equity securities of the Company that by their terms do not rank senior to the Series B Convertible Preferred Stock, including the newly-authorized Series E Convertible Preferred Stock, and (b) with respect to the payment of dividends (i) on parity with the common stock of the Company and the Series E Convertible Preferred Stock of the Company and (ii) senior to all other classes and series of equity securities of the Company that by their terms do not rank senior to the Series B Convertible Preferred Stock.

Each holder of Series B Convertible Preferred Stock is entitled to receive dividends at the same time any dividends are declared and set apart for payment on any shares of common stock, in an amount which such holder would have been entitled to receive if such Series B Convertible Preferred Stock were converted to common stock (assuming that all outstanding shares of Series B Convertible Preferred Stock are convertible on such date).

Upon the liquidation, dissolution or winding up of the Company, prior and in preference to any distribution of any assets or funds of the Company to any holder of any series of preferred stock ranking junior to the Series B Convertible Preferred Stock or to any holder of common stock, the holders of the Series B Convertible Preferred Stock shall be entitled to be paid an amount per share equal to \$5,000 plus any declared and unpaid dividend or the Series B Convertible Preferred Stock. Any (a) consolidation or merger of the Company with or into any other entity or any other reorganization (with certain exceptions), (b) transaction or series of related transactions to which the Company is a party in which a majority of the Company's voting power is transferred (with certain exceptions) or (c) sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company shall also entitle the holders of the Series B Convertible Preferred Stock to receive the liquidation preference described above.

At any time after December 31, 2015, each share of the Series B Convertible Preferred Stock is convertible at the option of the holder at a conversion price of \$4.36. Commencing with December 31, 2016 and thereafter on each of December 31, 2017, December 31, 2018, December 31, 2019 and December 31, 2020, an amount equal to 20% of the shares of Series B Convertible Preferred Stock originally issued to each holder of Series B Convertible Preferred Stock (as that percentage may be adjusted upon certain events) shall automatically be converted into shares of common stock.

Prior to any transfer of any share of Series B Convertible Preferred Stock by any holder, the other holders and the Company will have the right, but not the obligation, to purchase such share at a price equal to \$5,000 plus any declared but unpaid dividends. In addition, shares of Series B Convertible Preferred Stock may be cancelled for no consideration at the option of the Company if the holder breaches certain non-competition obligations.

At any time, at the Company's option, shares of the Series B Convertible Preferred Stock may be redeemed at a price per share equal to \$5,000 plus any declared but unpaid dividends. The Company is not required to redeem the shares of Series B Convertible Preferred Stock proportionately and may at any time redeem shares held by one or any number of holders in any combination. The allocation among the holders of the shares of Series B Convertible Preferred Stock to be redeemed is solely at the discretion of the Company.

The shares of Series B Convertible Preferred Stock vote together with the common stock as a singled class and each share of Series B Convertible Preferred Stock shall have 1,146 votes.

On November 2, 2015, the Company filed a Certificate of Designation with the Secretary of State of the State of Delaware to authorize the issuance of up to 45,000 shares of Series E Convertible Preferred Stock. The Series E Convertible Preferred Stock ranks (a) with respect to the payment of dividends (i) on parity with the Company's common stock and the Series B Convertible Preferred Stock, (ii) senior to any class or series of preferred stock of the Company thereafter created not specifically ranking by its terms prior to or on a parity with the Series E Convertible Preferred Stock, and (iii) junior to any other class or series of preferred stock of the Company thereafter created specifically ranking by its terms senior to the Series E Convertible Preferred Stock and (b) with respect to liquidation rights (i) on parity with the common stock of the Company, (ii) senior to any class or series of preferred stock of the Company thereafter created not specifically ranking by its terms senior to or on a parity with the Series E Convertible Preferred Stock, and (iii) junior to any other class or series of preferred stock of the Company created concurrently therewith or thereafter created specifically ranking by its terms of senior the Series E Convertible Preferred Stock (including, without limitation the Series B Convertible Preferred Stock).

Each holder of Series E Convertible Preferred Stock is entitled to receive dividends at the same time any dividends are declared and set apart on any shares of common stock of the Company in an amount equal to the amount such holder would have received if the Series E Convertible Preferred Stock were converted to common stock. Each share of the Series E Convertible Preferred Stock votes with the common stock as one class on all matters submitted to the holders of common stock and has one vote per share.

Upon any liquidation, dissolution or winding up of the Company, each holder of Series E Convertible Preferred Stock shall be entitled to receive out of the assets of the Company available for distribution to the stockholders (participating with the holders of the common stock of the Company) the amount which such holder would have received if such holder's shares of Series E Convertible Preferred Stock had been converted into common stock immediately prior to the time of such distribution. Any (a) consolidation or merger of the Company with or into any other entity or any other reorganization (with certain exceptions), (b) transaction or series of related transactions to which the Company is a party in which a majority of the Company's voting power is transferred (with certain exceptions), or (c) sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company shall also entitle the holders of the Series E Convertible Preferred Stock to receive the liquidation preference described above.

Each holder of shares of Series E Convertible Preferred Stock may convert some (in minimum amounts of at least 25,000 shares) or all of its shares of Series E Convertible Preferred Stock into the number of shares of common stock equal to the quotient of (i) 8 divided by (ii) the market price of the common stock (as defined in the Certificate of Designation). Any shares of Series E Convertible Preferred Stock outstanding on August 28, 2016 shall be automatically converted into shares of common stock.

The shares of Series E Convertible Preferred Stock are not transferrable without the written consent of the Company.

The foregoing description of the Series B Convertible Preferred Stock and the Series E Convertible Preferred Stock do not purport to be complete and are qualified in their entirety by reference to the Certificates of Designation for the Series B Convertible Preferred Stock and the Series E Convertible Preferred Stock, copies of which are filed as Exhibits 3.2 and 3.3, respectively, and are hereby incorporated into this report by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
3.1	Certificate of Amendment to Certificate of Incorporation of CollabRx, Inc., filed November 2, 2015
3.2	Certificate of Designation for Series B Convertible Preferred Stock
3.3	Certificate of Designation for Series E Convertible Preferred Stock

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 6, 2015

RENNOVA HEALTH, INC.

By: /s/ Seamus Lagan
Name: Seamus Lagan
Title: President and Chief Executive Officer

EXHIBIT INDEX

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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
COLLABRX, INC.**

It is hereby certified that:

1. The name of the corporation is CollabRx, Inc. (the "Corporation"), a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "DGCL").

2. The Certificate of Incorporation of the Corporation, as amended, is hereby amended by deleting Article FIRST thereof and inserting in lieu of said Article the following new Article FIRST:

FIRST: The name of the corporation (hereinafter the "Corporation") is Rennova Health, Inc."

3. The Certificate of Incorporation of the Corporation, as amended, is hereby amended by deleting Article FOURTH thereof and inserting in lieu of said Article the following new Article FOURTH:

FOURTH: The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is fifty-five million (55,000,000) shares, comprised of fifty million (50,000,000) shares of Common Stock, par value \$0.01 per share, and five million (5,000,000) shares of Preferred Stock, par value \$0.01 per share. Effective as of 5:00 p.m., Eastern time, on the date this Certificate of Amendment is filed with the Secretary of State of the State of Delaware, each ten (10) shares of the Corporation's Common Stock, par value \$0.01 per share, issued and outstanding shall, automatically and without any action on the part of the respective holders thereof, be combined, converted and changed into one (1) share of Common Stock, par value \$0.01 per share, of the Corporation (the "Reverse Split"); *provided, however*, that the Corporation shall issue no fractional shares of Common Stock, but shall instead pay to any stockholder who would be entitled to receive a fractional share as a result of the actions set forth herein a sum in cash equal to such fraction multiplied by the average of the high and low prices of the Corporation's Common Stock as reported on The Nasdaq Capital Market for the five trading-day period ending on the last business day before the date this Certificate of Amendment is filed with the Secretary of State of the State of Delaware (as adjusted to give effect to the Reverse Split). The designation, powers, preferences and relative, participating, option or other special rights, including voting rights, qualifications, limitations or restrictions of the Preferred Stock shall be established by resolution of the Board of Directors pursuant to Section 151 of the General Corporation Law of the State of Delaware."

4. The amendment of the Certificate of Incorporation herein certified has been duly adopted in accordance with the provisions of Section 242 of the DGCL.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to Certificate of Incorporation to be executed by its duly authorized officer this 2nd day of November 2015.

COLLABRX, INC.

By: /s/ Thomas Mika

Name: Thomas R. Mika

Title: President and Chief Executive Officer

CERTIFICATE OF DESIGNATION
of
SERIES B CONVERTIBLE PREFERRED STOCK
of
COLLABRX, INC.
(Pursuant to Section 151(g) of the
Delaware General Corporation Law)

CollabRx, Inc., a corporation organized and existing under the laws of the State of Delaware (the “**Corporation**”), hereby certifies that the following resolution was duly adopted by the Board of Directors of the Corporation on March 17, 2015 pursuant to Section 151(g) of the Delaware General Corporation Law:

RESOLVED, that pursuant to the authority vested in the Board of Directors (the “**Board**”) of CollabRx, Inc. (the “**Corporation**”) by the Corporation’s Certificate of Incorporation, and in accordance with the Delaware General Corporation Law (the “**DGCL**”), Section 151, the Board hereby designates the terms of the Series B Convertible Preferred Stock of the Corporation and hereby states the number of shares, and fixes the powers, designations, preferences and relative, participating, optional and other rights, and the qualifications, limitations and restrictions thereof, of such series of shares as follows:

1 . Designation and Amount. The shares of such series shall be designated as “**Series B Convertible Preferred Stock**” (the “**Series B Preferred Stock**”) and the number of shares constituting the Series B Preferred Stock shall be 5,000. Such number of shares may be decreased by resolution of the Board of Directors adopted and filed pursuant to the DGCL, Section 151(g), or any successor provision; *provided*, that no such decrease shall reduce the number of authorized shares of Series B Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, warrants, convertible or exchangeable securities or other rights to acquire shares of Series B Preferred Stock.

2 . Ranking. The Series B Preferred Stock shall rank, as to (a) the distribution of the assets upon any Liquidation Event (as defined below): (i) senior to the Common Stock and (ii) senior to all other classes and series of equity securities of the Corporation that by their terms do not rank senior to the Series B Preferred Stock (including the Series D Convertible Preferred Stock and the Series E Convertible Preferred Stock of the Corporation); and (b) the payment of dividends: (i) on parity with the common stock, par value \$.01 per share (the “**Common Stock**”), of the Corporation, the Series D Convertible Preferred Stock of the Corporation and the Series E Convertible Preferred Stock of the Corporation, and (ii) senior to all other classes and series of equity securities of the Corporation that by their terms do not rank senior to the Series B Preferred Stock.

3 . Dividends. From and after the date of the issuance of any shares of Series B Preferred Stock, each holder of outstanding shares of Series B Preferred Stock (each, a “**Series B Holder**” and, collectively, the “**Series B Holders**”) shall be entitled to receive on account of such shares (participating *pari passu* with the holders of Common Stock), dividends in cash out of any funds of the Corporation legally available for the payment thereof, at the same time any dividend will be paid or declared and set apart for payment on any shares of any Common Stock, in an amount equal to the amount which such holder would have been entitled to receive if such Series B Preferred Stock were converted to Common Stock under Section 6(a) on the date such dividend is paid or declared and set apart for payment (for purposes of determining the dividends payable to the Series B Holders pursuant to this Section 3, it shall be assumed that all outstanding shares of Series B Preferred Stock are convertible on such date).

4. Liquidation Rights. Upon the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (each, a “**Liquidation Event**”), after payment of any distribution of assets or funds of the Corporation to holders of any other series of Preferred Stock ranking senior to the Series B Preferred Stock, but prior and in preference to any distribution of any assets or funds of the Corporation to any series of Preferred Stock ranking junior to the Series B Preferred Stock or to holders of any shares of Common Stock, the record holders of the Series B Preferred Stock shall be entitled to be paid, out of the assets and funds of the Corporation then available for distribution, an amount per share of Series B Preferred Stock equal to the Series B Original Issue Price (as defined below) plus any declared but unpaid dividends on the Series B Preferred Stock. The **Series B Original Issue Price** shall mean \$5,000.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with the respect to the Series B Preferred Stock (the “**Liquidation Preference**”). If the assets and funds of the Corporation available for distribution to the Series B Holders upon any liquidation, dissolution or winding up of the Corporation shall be insufficient to permit payment in full to such Series B Holders and the holders of any Preferred Stock ranking on a parity with the Series B Preferred Stock with respect to such distribution, then all such assets and funds shall be distributed ratably among the Series B Holders and such other holders in proportion to the full preferential amounts which such holders would otherwise have been entitled to receive. Any (a) consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other reorganization, other than any such consolidation, merger or reorganization in which the equity holders of the Corporation immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly-owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (b) transaction or series of related transactions to which the Corporation is a party in which a majority of the Corporation’s outstanding voting power is transferred (but excluding any transaction or series of related transactions principally for bona fide equity financing purposes in which cash is received by the Corporation or any successor or indebtedness of the Corporation is cancelled or converted or a combination thereof); or (c) sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Corporation, for purposes of this Certificate of Designation will be deemed to be a Liquidation Event entitling the Series B Holders to receive the Liquidation Preference payable in cash. Notwithstanding the foregoing, transactions contemplated by that certain Agreement and Plan of Merger, dated as of April 15, 2015, by and among the Corporation, Medytox Solutions, Inc. and CollabRx Merger Sub, Inc. (the “**Merger Agreement**”) shall not constitute a Liquidation Event.

5. Restrictive Covenants. So long as any shares of the Series B Preferred Stock are outstanding, the Corporation shall not take any of the following actions without first obtaining the affirmative written consent of Series B Holders holding at least a majority of outstanding shares of the Series B Preferred Stock:

(a) authorize or issue additional shares of the Series B Preferred Stock; or

(b) amend, alter or repeal any provisions of the Certificate of Incorporation or the Bylaws of the Corporation in a manner that adversely affects the powers, preferences or rights of the Series B Preferred Stock.

6. Optional Conversion. The Series B Holders shall have conversion rights as follows (the “**Conversion Rights**”):

(a) Right to Convert:

(i) Conversion Ratio: Each share of Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time after December 31, 2015 and from time to time thereafter, and without the payment of additional consideration by the holder thereof, into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Series B Original Issue Price by the Series B Conversion Price (as defined below). For purposes of this Certificate of Designation, the “**Series B Conversion Price**” shall be the product of (A) 0.9 times (B) the Market Price (as defined below):

The “**Market Price**” shall be calculated and fixed as of the Closing Date (as defined below) as follows: (i) if the Common Stock is traded on a national securities exchange, the average closing sales price of the Common Stock for the 10 trading days immediately preceding the Closing Date; or (ii) if the Common Stock is not traded on any national securities exchange but is quoted on an inter-dealer quotation system, the average of the closing bid and ask prices for the 10 trading days immediately preceding the Closing Date.

“Closing Date” shall have the meaning ascribed to such term under the Merger Agreement.

(ii) Recapitalization. If the outstanding shares of the Corporation's Common Stock are increased or decreased or changed into or exchanged for a different number or kind of shares, other securities of or any other interests in the Corporation by reason of any recapitalization, reclassification, reorganization, stock split, reverse split, combination of shares, exchange of shares, stock dividend or other distribution payable in capital stock of the Corporation, or other increase or decrease in such shares effected without receipt of fair and adequate consideration (as determined by the Board), occurring after the Closing Date, an appropriate adjustment shall be made by the Board to (i) the number and kind of shares of capital stock issuable upon exercise of the Conversion Rights; and/or (ii) the Series B Conversion Price. All adjustments under this Section 6(a)(ii) shall be made in good faith by the Board and shall be final and binding. For the avoidance of doubt, this clause (ii) is not applicable to the Parent Reverse Split (as defined in the Merger Agreement).

(iii) Termination of Conversion Rights. In the event of a Liquidation Event, the Conversion Rights under this Section 6 shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the Series B Holders.

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

(b) Mechanics of Conversion.

(i) In order for a holder of Series B Preferred Stock to voluntarily convert shares of Series B Preferred Stock into shares of Common Stock, such holder shall (a) provide written notice to the Corporation at the principal office of the Corporation that such holder elects to convert all or any of such holder's shares of Series B Preferred Stock (a “**Conversion Notice**”) and (b), if such holder's shares are certificated, surrender the certificate or certificates for such shares of Series B Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the principal office of the Corporation. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the Corporation of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the “**Conversion Time**”), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time (i) issue and deliver to such holder of Series B Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Series B Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 6(a)(iv) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and (iii) pay all declared but unpaid dividends on the shares of Series B Preferred Stock converted.

(ii) Rights Upon Receipt of a Redemption Notice. For avoidance of doubt, the receipt by any Series B Holder of a Redemption Notice (as defined below) pursuant to Section 9 shall in no event restrict, limit or otherwise affect the Conversion Rights of such Series B Holder under this Section 6, and such Series B Holder may continue to exercise his, her or its Conversion Rights under this Section 6 in whole or in part, including without limitation relating to any shares of Series B Preferred Stock which would otherwise be the subject of any such Redemption Notice. If the Series B Holder desires to convert any shares of Series B Preferred that are the subject of a Redemption Notice, such Series B Holder shall deliver a Conversion Notice in accordance with this Section 6 no later than ten (10) business days prior to any Redemption Date specifying the number of shares of Series B Preferred he, she or it desires to convert. The number of shares of Series B Preferred Stock to be redeemed under any Redemption Notice shall be automatically reduced to the extent required (including without limitation to zero if necessary) in order to enable any applicable Series B Holder to convert the full number of shares of Series B Preferred Stock specified under any Conversion Notice.

(iii) Reservation of Shares. The Corporation shall at all times when the Series B Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series B Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series B 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 the Series B Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing any Series B Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series B Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Series B Conversion Price.

(iv) Effect of Conversion. All shares of Series B Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only for the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 6(a)(iv) and to receive payment of any dividends declared but unpaid thereon. Any shares of Series B Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series B Preferred Stock accordingly.

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

(vi) Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series B Preferred Stock pursuant to this Section 6. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Series B Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax is not payable.

7. Transfers; Right of First Offer. No Series B Holder may assign or transfer any shares of Series B Preferred Stock, except in accordance with the following provisions:

(a) if any Series B Holder desires to, directly or indirectly, transfer, sell, assign, pledge, hypothecate, encumber or otherwise dispose of (collectively, "**Transfer**"), all or any portion of any of the shares of the Series B Preferred Stock held by such holder or any economic interest therein to any person (including without limitation any other holder of the Series B Preferred Stock), such holder (the "**Offeror**") shall so inform the other Series B Holders (the "**Offerees**") and the Corporation in writing (the "**Offer Notice**"), stating the number of shares that are the subject of such proposed Transfer (the "**Offered Shares**"), the proposed offer price thereof and any other material terms (including the identity of the prospective purchaser(s)) on which the Offeror offers to Transfer such shares;

(b) each of the Offerees shall have the right, but not the obligation, to purchase all (but not less than all) of the Offered Shares at the Purchase Price (as defined below) by delivering written notice (the “**Offeree Acceptance Notice**”) of such election to the Offeror within ten (10) days after the delivery of the Offer Notice. If more than one Offeree elects to purchase the Offered Shares (the “**Electing Offerees**”), the Offered Shares shall be allocated on a pro-rata basis among the Electing Offerees such that each Electing Offeree shall be entitled to purchase a percentage of the Offered Shares based upon a fraction, the numerator of which is the number of shares of Series B Preferred Stock held by the Electing Offeree and the denominator of which is the total number of Series B Preferred Stock held by all of the Electing Offerees;

(c) if none of the Offerees makes an election to purchase all of the Offered Shares in accordance with Section 7(b), then the Corporation shall have the right, but not the obligation, to purchase all (but not less than all) of the Offered Shares at the Purchase Price by delivering written notice (the “**Corporation Acceptance Notice**”) of such election to the Offeror within ten (10) days after the expiration of the ten (10) day period set forth in Section 7(b);

(d) If one or more Offerees elect to purchase the Offered Shares in accordance with Section 7(b), or the Corporation elects to purchase the Offered Shares in accordance with Section 7(c), such transaction shall be consummated at a closing which shall be held within thirty (30) days following delivery of the Offeree Acceptance Notice or the Corporation Acceptance Notice, as the case may be. The Purchase Price shall be payable at the option of the Offerees or the Corporation, as the case may be, in their or its sole and absolute discretion (i) in a lump sum at the closing or (ii) in twelve (12) equal monthly installments, with the first installment due and payable within thirty (30) days after the closing and a successive installment due and payable on each of the eleven (11) monthly anniversaries thereafter (with interest payable at the rate of 8% per annum and any unpaid installments being secured by the Offered Shares);

(e) if none of the Offerees makes an election to purchase all of the Offered Shares in accordance with Section 7(b), and the Corporation does not make an election to purchase all of the Offered Shares in accordance with Section 7(c), then the Offeror shall be permitted to proceed with the proposed Transfer of the Offered Shares, and the Offeror shall have sixty (60) days following the expiration of the ten (10) day period set forth in Section 7(c) to consummate such proposed Transfer before the Offeror must again comply with the provisions of this Section 7.

(f) For purposes of this Certificate of Designation, the term “**Purchase Price**” shall mean an amount per share of Series B Preferred Stock equal to the Series B Original Issue Price plus any declared but unpaid dividends on the Series B Preferred Stock.

(g) Notwithstanding anything to the contrary contained in this Section 7, a Transfer shall not include:

(i) any Transfer of shares of Series B Preferred Stock pursuant to Sections 8 and 9 hereof;

(ii) if a holder of shares of Series B Preferred Stock is an entity, any Transfer to any beneficial owner of such entity; provided, that, after any such Transfer, for purposes of Sections 8 and 9 hereof, the terms “holder” and “Series B Holder” shall be deemed to include both such transferor and such transferee;

(iii) any Transfer to the children or spouse of a holder, or an entity solely owned or controlled by the children or spouse of a holder (and in which no other party has an interest, contingent or otherwise); provided, that, after any such Transfer, for purposes of Sections 8 and 9 hereof, the terms “holder” and “Series B Holder” shall be deemed to include both such transferor and such transferee; and

(iv) in the case of multiple transfers of the same shares of Series B Preferred Stock under this clause (g), for purposes of Sections 8 and 9 hereof, the terms “holder” and “Series B Holder” shall be deemed to include all such transferors and such transferees.

8. Non-Competition. Notwithstanding anything contained in this Certificate of Designation, the Corporation shall have the right, in its sole and absolute discretion, to cancel any shares of a Series B Holder's Series B Preferred Stock for no consideration if at any time during the thirty-six (36) month period following the date on which such Series B Preferred Stock is issued (the "**Restricted Period**") the holder of such Series B Preferred Stock (i) breaches any restrictive covenant provision in any employment agreement or consulting agreement to which the Series B Holder and the Corporation (or any subsidiary) may be parties, or (ii) directly or indirectly, enters into the employment of, renders any services to, engages, manages, operates, joins, or owns, lends money or otherwise offers other assistance to or participates in or is connected with, as an officer, director, employee, principal, agent, creditor, proprietor, representative, stockholder, partner, associate, consultant, sole proprietor or otherwise, any business (whether of such Series B Holder or another person or entity) (except for an ownership interest not exceeding two percent (2%) of a publicly-traded entity) that, directly or indirectly, is engaged in providing, selling, consulting with regard to or marketing any products or services that compete with the products and/or services of the Corporation or any of its direct or indirect subsidiaries anywhere in the United States or any other country in which the Corporation or any such subsidiary has customers, facilities, distributors or employees or does business.

9. Redemption.

(a) General. Unless prohibited by Delaware law governing distributions to stockholders, all or any portion of outstanding shares of Series B Preferred Stock may be redeemed by the Corporation at any time or from time to time in the discretion of the Board (except as provided in Subsection 9(e) below) at a price per share equal to the Purchase Price (for purposes of this Section 9, the "**Redemption Price**"), which shall be paid in cash to the applicable Series B Holder on a closing date (each, a "**Redemption Date**") specified under the Redemption Notice (as defined below), but in no event later than sixty (60) days following the date of the Redemption Notice. The Corporation is not required to redeem the shares of the Series B Holders proportionately and may at any time redeem shares held by one Series B Holder or any number of Series B Holders in any combination. The allocation among the Series B Holders of shares of Series B Preferred Stock to be redeemed is solely at the discretion of the Corporation. If on any Redemption Date Delaware law governing distributions to stockholders prevents the Corporation from redeeming all shares of Series B Preferred Stock to be redeemed, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, and shall redeem the remaining shares as soon as it may lawfully do so under such law.

(b) Redemption Notice. The Corporation shall send written notice of any redemption (the "**Redemption Notice**") to each holder of record of Series B Preferred Stock not less than forty (40) days prior to each Redemption Date. Each Redemption Notice shall state:

- (i) the number of shares of Series B Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date specified in the Redemption Notice;
- (ii) the Redemption Date and the Redemption Price;
- (iii) the date upon which the holder's right to convert such shares terminates (as determined in accordance with Subsection 6(b)(ii)); and
- (iv) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series B Preferred Stock to be redeemed.

(c) Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Series B Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 6, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series B Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Series B Preferred Stock shall promptly be issued to such holder.

(d) Rights Subsequent to Redemption. If the Redemption Notice shall have been duly given, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Series B Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Series B Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series B Preferred Stock (if any) shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of any such certificate or certificates therefor.

10. Mandatory Conversion.

(a) Annual Conversions. Commencing with December 31, 2016 and thereafter on each of December 31, 2017, December 31, 2018, December 31, 2019 and December 31, 2020 (as any such date may be delayed pursuant to the penultimate sentence of this Subsection 10(a), each a “**Mandatory Conversion Date**”), an amount equal to twenty percent (20%) of the shares of Series B Preferred Stock originally issued to each Series B Holder (as such percentage shall be automatically adjusted from time to time to account for any voluntary conversions by a Series B Holder or redemptions by the Corporation prior to any Mandatory Conversion Date such that the Mandatory Conversions (as defined below) are made in equal installments on the Mandatory Conversion Dates and, as of the close of business on December 31, 2020, no shares of Series B Preferred Stock shall be issued or outstanding) shall automatically be converted into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Series B Original Issue Price by the Series B Conversion Price as determined in accordance with Section 4(a)(i) above (for avoidance of doubt, giving effect to the 10% discount contemplated thereunder) (each, a “**Mandatory Conversion**”) and such shares may not be reissued by the Corporation. For avoidance of doubt, the receipt by any Series B Holder of a Redemption Notice pursuant to Section 9 on a date which precedes any Mandatory Conversion Date but which specifies a Redemption Date thereunder which follows such Mandatory Conversion Date (as the same may be delayed pursuant to the penultimate sentence of this Section 10(a)) shall in no event restrict, limit or otherwise affect the Mandatory Conversion on such Mandatory Conversion Date, which shall proceed and occur as if no such Redemption Notice had been issued or otherwise delivered by the Corporation, and the number of shares of Series B Preferred Stock to be redeemed under the applicable Redemption Notice shall be automatically reduced to the extent required (including without limitation to zero if necessary) in order to enable the applicable Mandatory Conversion to be consummated in accordance with this Section 10 without limitation or other restriction. Notwithstanding the foregoing provisions of this Subsection 10(a), if, as of any Mandatory Conversion Date, the Common Stock of the Corporation is not an Actively Traded Security (as defined below), the Mandatory Conversion which otherwise would have occurred on such Mandatory Conversion Date shall be delayed and shall not occur until the first business day on which the Common Stock of the Corporation is an Actively Traded Security. For purposes of this Certificate of Designation, “**Actively Traded Security**” means, as of any applicable date of determination, the Common Stock of the Corporation has had an aggregate trading volume of at least One Million Dollars (\$1,000,000) during the immediately preceding 10-day period.

(b) Procedural Requirements. All holders of record of shares of Series B Preferred Stock shall be sent written notice of each Mandatory Conversion Date and the place designated for mandatory conversion of the applicable shares of Series B Preferred Stock pursuant to this Section 10 (a “**Mandatory Conversion Notice**”). Such Mandatory Conversion Notice need not be sent in advance of the occurrence of the Mandatory Conversion Date. Upon receipt of such notice, each holder of shares of Series B Preferred Stock shall surrender his, her or its certificate or certificates for the applicable shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the applicable shares of Series B Preferred Stock converted pursuant to Subsection 10(a), including the rights, if any, to receive notices and vote such shares (other than as a holder of Common Stock), will terminate on the Mandatory Conversion Date (notwithstanding the failure of the Corporation to deliver the Mandatory Conversion Notice on or prior to such date or of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 10(b) or the last sentence of this Subsection 10(b). As soon as practicable after each Mandatory Conversion Date and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Series B Preferred Stock representing the same, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 6(a)(iv) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the shares of Series B Preferred Stock converted. Such converted Series B Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series B Preferred Stock accordingly. In the event any certificates surrendered to the Corporation for conversion pursuant to this Section 10 represent a number of shares of Series B Preferred Stock which is greater than the number of shares which are required to be converted as of the applicable Mandatory Conversion Date, as soon as practicable thereafter the Corporation shall issue to the applicable Series B Holder a certificate for the number (if any) of the shares of Series B Preferred Stock represented by the surrendered certificate that were not converted into Common Stock.

11. Redeemed or Otherwise Acquired Shares. Any shares of Series B Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series B Preferred Stock following redemption.

12. Notices. All notices or communications given hereunder shall be in writing and, if to the Corporation, shall be delivered to it at its principal executive offices and, if to any holder of Series B Preferred Stock, shall be delivered to such holder at such holder's address as it appears on the stock books of the Corporation.

13. Waiver. Any of the rights, powers, preferences and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all Series B Holders by the affirmative written consent of Series B Holders holding at least a majority of the shares of the outstanding Series B Preferred Stock.

14. Voting Rights. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each share of Series B Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series B Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter (for purposes of determining the number of votes any share of Series B Preferred Stock may have pursuant to this Section 14, it shall be assumed that all outstanding shares of Series B Preferred Stock are convertible as of such record date); provided, however, that such number of votes for each share of Series B Preferred Stock shall not exceed the quotient obtained by dividing \$5,000.00 by (i) if the Common Stock is traded on a national securities exchange, the closing sale price of the Common Stock on the trading day immediately preceding the Closing Date, or (ii) if the Common Stock is not traded on any national securities exchange but is quoted on an inter-dealer quotation system, the closing bid price of the Common Stock on the trading day immediately preceding the Closing Date. Except as provided by law or by the other provisions of the Certificate of Incorporation, Series B Holders shall vote together with the holders of Common Stock as a single class.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation of Series B Preferred Stock of CollabRx, Inc. to be signed by its Chief Executive Officer on this 2nd day of November, 2015.

COLLABRX, INC.

By: /s/ Thomas R. Mika

Name: Thomas R. Mika

CERTIFICATE OF DESIGNATION
of
SERIES E CONVERTIBLE PREFERRED STOCK
of
COLLABRX, INC.
(Pursuant to Section 151(g) of the
Delaware General Corporation Law)

CollabRx, Inc., a corporation organized and existing under the laws of the State of Delaware (the “**Corporation**”), hereby certifies that the following resolution was duly adopted by the Board of Directors of the Corporation on March 17, 2015 pursuant to Section 151(g) of the Delaware General Corporation Law:

RESOLVED, that pursuant to the authority vested in the Board of Directors (the “**Board**”) of CollabRx, Inc. (the “**Corporation**”) by the Corporation’s Certificate of Incorporation, and in accordance with the Delaware General Corporation Law (the “**DGCL**”), Section 151, the Board hereby designates the terms of the Series E Convertible Preferred Stock of the Corporation and hereby states the number of shares, and fixes the powers, designations, preferences and relative, participating, optional and other rights, and the qualifications, limitations and restrictions thereof, of such series of shares as follows:

1. Designation and Amount. The shares of such series shall be designated as “**Series E Convertible Preferred Stock**” (the “**Series E Preferred Stock**”) and the number of shares constituting the Series E Preferred Stock shall be 45,000. Such number of shares may be decreased by resolution of the Board of Directors adopted and filed pursuant to the DGCL, Section 151(g), or any successor provision; *provided*, that no such decrease shall reduce the number of authorized shares of Series E Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, warrants, convertible or exchangeable securities or other rights to acquire shares of Series E Preferred Stock.

2. Ranking. With respect to (a) dividends (as provided in Section 3 below), the Series E Preferred Stock shall rank (i) on parity with the Corporation’s (x) common stock, par value \$0.01 per share (“**Common Stock**”), (y) Series B Convertible Preferred Stock, par value \$0.01 per share (the “**Series B Preferred Stock**”) and (z) Series D Convertible Preferred Stock, par value \$0.01 per share (the “**Series D Preferred Stock**”); (ii) senior to any class or series of preferred stock of the Corporation hereafter created not specifically ranking by its terms senior to or on a parity with the Series E Preferred Stock; and (iii) junior to any other class or series of preferred stock of the Corporation hereafter created specifically ranking by its terms senior to the Series E Preferred Stock; and (b) a Liquidation Event (as defined below), (1) on parity with the Common Stock and Series D Preferred Stock; (2) senior to any class or series of preferred stock of the Corporation hereafter created not specifically ranking by its terms senior to or on a parity with the Series E Preferred Stock; and (3) junior to any other class or series of preferred stock of the Corporation created concurrently herewith or hereafter created specifically ranking by its terms senior to the Series E Preferred Stock (including without limitation the Series B Preferred Stock, which shall be senior to the Series E Preferred Stock in connection with any Liquidation Event).

3. Dividends. From and after the date of the issuance of any shares of Series E Preferred Stock (“**Original Issuance Date**”), each holder of outstanding shares of Series E Preferred Stock shall be entitled to receive on account of such shares (participating pari passu with the holders of Common Stock), dividends in cash out of any funds of the Corporation legally available for the payment thereof, at the same time any dividend will be paid or declared and set apart for payment on any shares of any Common Stock, in an amount equal to the amount which such holder would have been entitled to receive if such Series E Preferred Stock were converted to Common Stock under Section 6(a) on the date such dividend is paid or declared and set apart for payment.

4. Voting Rights. Each holder of outstanding shares of Series E Preferred Stock shall be entitled to vote on all matters submitted to a vote of the holders of the Common Stock. Each share of Series E Preferred Stock shall have one (1) vote, except as otherwise required by law. Except as provided by law, holders of Series E Preferred Stock shall vote together with the holders of Common Stock as a single class.

5. Liquidation Rights. Upon any liquidation, dissolution or winding up of the Corporation (each, a “**Liquidation Event**”), whether voluntary or involuntary, each holder of outstanding shares of Series E Preferred Stock shall be entitled to receive and to be paid out of the assets of the Corporation available for distribution to its stockholders (participating pari passu with the holders of Common Stock), the amount which such holder would have been entitled to receive if all of the shares of Series E Preferred Stock held by such holder were, immediately prior to the time of such distribution, converted into that number of fully-paid non-assessable shares of Common Stock equal to the Conversion Number (as defined below) (the “**Liquidation Preference**”). From and after the distribution of such amount, such holder's shares of Series E Preferred Stock shall no longer be deemed to be outstanding, and all rights of such holder relating to such shares shall cease and terminate. Any (a) consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other reorganization, other than any such consolidation, merger or reorganization in which the equity holders of the Corporation immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly-owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (b) transaction or series of related transactions to which the Corporation is a party in which a majority of the Corporation's outstanding voting power is transferred (but excluding any transaction or series of related transactions principally for bona fide equity financing purposes in which cash is received by the Corporation or any successor or indebtedness of the Corporation is cancelled or converted or a combination thereof); or (c) sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Corporation, for purposes of this Certificate of Designation will be deemed to be a Liquidation Event entitling the Series E Holders to receive the Liquidation Preference. Notwithstanding the foregoing, the transactions contemplated by that certain Agreement and Plan of Merger dated as of April 15, 2015 by and among the Corporation, Medytox Solutions, Inc. and CollabRx Merger Sub, Inc. (the “**Merger Agreement**”) shall not constitute a Liquidation Event.

6. Conversion.

(a) Right to Convert. Subject to the terms and conditions of this Section 6, each holder of outstanding shares of Series E Preferred Stock shall have the right to convert some (in minimum amounts of at least 25,000 shares of Series E Preferred Stock) or all of the outstanding shares of Series E Preferred Stock then held by such holder into that number of fully-paid and non-assessable shares of Common Stock equal to the Conversion Number (as defined below) as of the time of such conversion. For purposes of this Certificate of Designation, the “**Conversion Number**” shall be the number resulting from the following calculation rounded down to the nearest whole number: (i) the quotient of (I) eight (8) divided by (II) the average Market Price of the Common Stock for the thirty (30) trading days prior to such date, multiplied by (ii) the total number of outstanding shares of Series E Preferred Stock being converted as of such date. Such right of conversion shall be exercised by a holder of outstanding shares of Series E Preferred Stock by delivery of a written notice to the Corporation stating that the holder elects to convert a stated number of shares of Series E Preferred Stock into Common Stock and by surrender of a certificate or certificates for the shares so to be converted (the “**Conversion Certificates**”) to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of outstanding shares of the Series E Preferred Stock) at any time during its usual business hours on the date set forth in such notice.

For purposes of this Section 6(a), the “**Market Price**” shall be, as of any specified date with respect to any share of Common Stock, (i) if the Common Stock is traded on a national securities exchange, the closing sales price of the Common Stock reported on the exchange on such date, or, if there are no such sales on that date, then on the last preceding date on which such sales were reported; (ii) if the Common Stock is not listed on any national securities exchange but is quoted on an inter-dealer quotation system, the average of the bid and ask prices on such date, or if there are no such sales on that date, then on the last preceding date on which such sales were reported; or (iii) if the Common Stock is not traded on a national securities exchange or quoted on all inter-dealer quotation system, the Market Price shall be established by the board of directors by resolutions duly adopted and certified by the Secretary of the Corporation, which certified resolutions (A) set forth the price per share of Common Stock established by the board of directors which shall be based on the price that would be paid for all of the capital stock of the Corporation in an arm's-length transaction between a willing buyer and a willing seller (neither acting under compulsion) as reasonably determined by the board of directors, or, in the event that the board of directors reasonably determines that such valuation of all of the capital stock of the Corporation would exceed \$10 million, as determined by the valuation of a nationally recognized investment banking or appraisal firm, and (B) are delivered to the holder of such outstanding shares of Series E Preferred Stock within ten (10) business days following the date of such determination.

(b) Issuance of Certificate; Time Conversion Effected. Promptly after the receipt of the written notice referred to in Section 6(a) and the surrender of the Conversion Certificates as provided in Section 6(a), the Corporation shall issue and deliver to a holder exercising conversion rights under Section 6(a), at such holder's address as it shall appear on the records of the Corporation, (i) a certificate or certificates representing that number of fully-paid non-assessable shares of Common Stock issuable upon the conversion of such shares of Series E Preferred Stock pursuant to Section 6(a) and (ii) to the extent that such holder exercises his, her or its right to convert some but not all of the outstanding shares of Series E Preferred Stock then held by such holder pursuant to Section 6(a), a certificate or certificates for that number of shares of Series E Preferred Stock represented by the Conversion Certificates for which such holder is not exercising his, her or its conversion rights under Section 6(a) (if any). Such conversion shall be deemed to have been effected as of the date on which the written notice delivered pursuant to Section 6(a) is actually received by the Corporation and the Conversion Certificates shall have been duly surrendered. All dividends accrued but unpaid with respect to any shares of Series E Preferred Stock converted under Section 6(a) shall be paid in cash within seven (7) days following the date on which such shares are converted (unless there are no legally available funds with which to make such cash payment, in which event such cash payment shall be made as soon as possible).

(c) Effect of Subdivision or Combination of Common Stock on Conversions. In case the Corporation shall at any time after the Closing Date (as defined in the Merger Agreement) subdivide by stock split, stock dividend, or otherwise its outstanding shares of Common Stock into a greater number of shares, the number of shares of Common Stock into which the Series C Preferred Stock is convertible shall be proportionately increased; in case the Corporation shall at any time combine (by reverse stock split or otherwise) its outstanding shares of Common Stock into a lesser number of shares, the number of shares of Common Stock into which the Series E Preferred Stock is convertible shall be proportionately decreased. For the avoidance of doubt, this paragraph is not applicable to the Parent Reverse Split (as defined in the Merger Agreement).

(d) Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities, or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of shares of Series E Preferred Stock shall upon conversion of the Series E Preferred Stock as described in this Certificate of Designation have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately therefor receivable upon the conversion of such share or shares of Series E Preferred Stock, such shares of stock, securities, or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of Common Stock equal to the number of shares of such Common Stock immediately receivable upon such conversion had such reorganization or reclassification not taken place. In any such case, appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities, or assets thereafter deliverable upon the exercise of such conversion rights.

(e) Mandatory Conversion; Cancellation. Any shares of Series E Preferred Stock outstanding on August 28, 2016 (the “**Mandatory Conversion Date**”) shall be automatically converted into that number of fully-paid non-assessable shares of Common Stock which the holder thereof would have been entitled to receive had such shares of Series E Preferred Stock been converted into Common Stock pursuant to Section 6(a) on the Mandatory Conversion Date. All certificates evidencing the shares of Series E Preferred Stock held by a holder shall, on the Mandatory Conversion Date or such earlier date on which such certificates are so surrendered for conversion, be deemed to have been retired and canceled and the shares of Series E Preferred Stock represented thereby converted into shares of Common Stock as described above for all purposes. Upon the mandatory conversion of shares of Series E Preferred Stock pursuant to this Section 6(e), all accrued but unpaid dividends thereon shall be paid in cash within seven (7) days following the date on which such shares are converted (unless there are no legally available funds with which to make such cash payment, in which event such cash payment shall be made as soon as possible). The Corporation shall, promptly following the Mandatory Conversion Date, or such earlier date as the certificates representing all of the shares of Series E Preferred Stock held by a holder shall have been duly surrendered by such holder pursuant to this Section 6(e), issue and deliver to such holder, at such holder's address as it shall appear on the records of the Corporation, a certificate or certificates representing that number of fully-paid non-assessable shares of Common Stock issuable upon conversion of such shares pursuant to this Section 6(e).

7. Transfer. No share of Series E Preferred Stock or any interest therein may be validly sold, assigned, awarded, pledged, encumbered, disposed or otherwise transferred, for consideration or otherwise, whether voluntarily, involuntarily or by operation of law (collectively, a “**Transfer**”), unless the holder receives from the Corporation its prior written consent to such Transfer. Any attempt to Transfer without such consent by the Corporation shall be null and void in all respects and the purported transferee shall not be recognized by the Corporation as a holder of Series E Preferred Stock for any purpose whatsoever.

8. Covenants. So long as any shares of the Series E Preferred Stock are outstanding, the Corporation shall not amend, alter or repeal any provisions of the Certificate of Incorporation, this Certificate or the Bylaws of the Corporation in a manner that adversely affects the powers, preferences or rights of the Series E Preferred Stock without the affirmative vote of the holders of a majority of the then-outstanding shares of Series E Preferred Stock, voting separately as a class.

9. Notices. All notices or communications given hereunder shall be in writing and, if to the Corporation, shall be delivered to it at its principal executive offices and, if to any holder of Series E Preferred Stock, shall be delivered to such holder at such holder's address as it appears on the stock books of the Corporation.

10. Waiver. Any of the rights, powers, preferences and other terms of the Series E Preferred Stock set forth herein may be waived on behalf of all holders of Series E Preferred Stock by the affirmative written consent of stockholders holding a majority of the shares of the Series E Preferred Stock.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation of Series E Preferred Stock of CollabRx, Inc. to be signed by its Chief Executive Officer on this 2nd day of November 2015.

COLLABRX, INC.

By: /s/ Thomas R. Mika
Name: Thomas R. Mika