

ACCELERON PHARMA INC  
Form SC 13G  
February 13, 2014

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13G

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

ACCELERON PHARMA INC.  
(Name of Issuer)

COMMON STOCK  
(Title of Class of Securities)

00434H108  
(CUSIP Number)

December 31, 2013  
(Date of Event Which Requires Filing of This Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

- Rule 13d-1(b)
- Rule 13d-1(c)
- Rule 13d-1(d)

\* 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 the disclosures provided in a prior cover page.

The information required in 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).



CUSIP No. 00434H108

Page

1. Name of Reporting Persons

Advanced Technology Ventures VI, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)  x1

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%<sup>3</sup>

12. Type of Reporting Person (See Instructions)

PN

<sup>1</sup> This Schedule 13G is filed by Advanced Technology Ventures VI, L.P. (“ATV VI”), Advanced Technology Ventures VII, L.P. (“ATV VII”), Advanced Technology Ventures VII (B), L.P. (“ATV VII-B”), Advanced Technology Ventures VII(C), L.P. (“ATV VII-C”), ATV Entrepreneurs VI, L.P. (“ATVE VI”), ATV Entrepreneurs VII, L.P. (“ATVE VII”), ATV Alliance 2003, L.P. (“ATV Alliance”), ATV Associates VI, L.L.C. (the general partner of ATV VI and ATVE VI) (“ATVA VI”), ATV Associates VII, L.L.C. (the general partner of ATV VII, ATV VII-B, ATV VII-C and ATVE VII) (“ATVA VII”), and ATV Alliance Associates, L.L.C. (the general partner of ATV Alliance) (“ATVAA” and, together with ATV VI, ATV VII, ATV VII-B, ATV VII-C, ATVE VI, ATVE VII, ATV Alliance, ATVA VI and ATVA VII, the “ATV Entities”). The ATV Entities expressly disclaim status as a “group” for purposes of this Schedule 13G.

- 2 Consists of (i) 337,565 shares of common stock owned by ATV VI, (ii) 2,018,586 shares of common stock owned by ATV VII, (iii) 81,002 shares of common stock owned by ATV VII-B, (iv) 38,934 shares of common stock owned by ATV VII-C, (v) 12,025 shares of common stock owned by ATVE VII, (vi) 21,543 shares of common stock owned by ATVE VI and (vii) 4,128 shares of common stock owned by ATV Alliance.
- 3 This percentage is calculated based upon 28,348,633 shares of the Issuer's common stock outstanding as of January 1, 2014, as set forth in the Issuer's prospectus filed under Rule 424(b)(4), filed with the Securities and Exchange Commission on January 23, 2014.

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Page

1. Name of Reporting Persons

Advanced Technology Ventures VII, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%3

12. Type of Reporting Person (See Instructions)

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1 This Schedule 13G is filed by ATV VI, ATV VII, ATV VII-B, ATV VII-C, ATVE VI, ATVE VII, ATV Alliance, ATVA VI (the general partner of ATV VI and ATVE VI), ATVA VII (the general partner of ATV VII, ATV VII-B, ATV VII-C and ATVE VII), and ATVAA (the general partner of ATV Alliance). The ATV Entities expressly disclaim status as a "group" for purposes of this Schedule 13G.

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- 3 This percentage is calculated based upon 28,348,633 shares of the Issuer's common stock outstanding as of January 1, 2014, as set forth in the Issuer's prospectus filed under Rule 424(b)(4), filed with the Securities and Exchange Commission on January 23, 2014.

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Page

1. Name of Reporting Persons

Advanced Technology Ventures VII (B), L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

Reporting Person With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%3

12. Type of Reporting Person (See Instructions)

PN

1 This Schedule 13G is filed by ATV VI, ATV VII, ATV VII-B, ATV VII-C, ATVE VI, ATVE VII, ATV Alliance, ATVA VI (the general partner of ATV VI and ATVE VI), ATVA VII (the general partner of ATV VII, ATV VII-B, ATV VII-C and ATVE VII), and ATVAA (the general partner of ATV Alliance). The ATV Entities expressly disclaim status as a "group" for purposes of this Schedule 13G.

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Page

1. Name of Reporting Persons

Advanced Technology Ventures VII(C), L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%3

12. Type of Reporting Person (See Instructions)

PN

1 This Schedule 13G is filed by ATV VI, ATV VII, ATV VII-B, ATV VII-C, ATVE VI, ATVE VII, ATV Alliance, ATVA VI (the general partner of ATV VI and ATVE VI), ATVA VII (the general partner of ATV VII, ATV VII-B, ATV VII-C and ATVE VII), and ATVAA (the general partner of ATV Alliance). The ATV Entities expressly disclaim status as a "group" for purposes of this Schedule 13G.

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Page

1. Name of Reporting Persons

ATV Entrepreneurs VI, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%3

12. Type of Reporting Person (See Instructions)

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Page

1. Name of Reporting Persons

ATV Entrepreneurs VII, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%3

12. Type of Reporting Person (See Instructions)

PN

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Page

1. Name of Reporting Persons

ATV Alliance 2003, L.P.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%3

12. Type of Reporting Person (See Instructions)

PN

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Page

1. Name of Reporting Persons

ATV Associates VI, L.L.C.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%3

12. Type of Reporting Person (See Instructions)

OO

1 This Schedule 13G is filed by ATV VI, ATV VII, ATV VII-B, ATV VII-C, ATVE VI, ATVE VII, ATV Alliance, ATVA VI (the general partner of ATV VI and ATVE VI), ATVA VII (the general partner of ATV VII, ATV VII-B, ATV VII-C and ATVE VII), and ATVAA (the general partner of ATV Alliance). The ATV Entities expressly disclaim status as a "group" for purposes of this Schedule 13G.

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Page

1. Name of Reporting Persons

ATV Associates VII, L.L.C.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%3

12. Type of Reporting Person (See Instructions)

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Page

1. Name of Reporting Persons

ATV Alliance Associates, L.L.C.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)  (b)

3. SEC USE ONLY

4. Citizenship or Place of Organization

Delaware

5. Sole Voting Power

Number of Shares 0

6. Shared Voting Power

Beneficially Owned by Each Reporting Person 2,513,7832

7. Sole Dispositive Power

With: 0

8. Shared Dispositive Power

2,513,7832

9. Aggregate Amount Beneficially Owned by Each Reporting Person

2,513,7832

10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)

11. Percent of Class Represented by Amount in Row (9)

8.9%3

12. Type of Reporting Person (See Instructions)

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- 3 This percentage is calculated based upon 28,348,633 shares of the Issuer's common stock outstanding as of January 1, 2014, as set forth in the Issuer's prospectus filed under Rule 424(b)(4), filed with the Securities and Exchange Commission on January 23, 2014.

Introductory Note: This Statement on Schedule 13G is filed on behalf of Advanced Technology Ventures VI, L.P., a limited partnership organized under the laws of the State of Delaware (“ATV VI”), Advanced Technology Ventures VII, L.P., a limited partnership organized under the laws of the State of Delaware (“ATV VII”), Advanced Technology Ventures VII (B), L.P., a limited partnership organized under the laws of the State of Delaware (“ATV VII-B”), Advanced Technology Ventures VII(C), L.P., a limited partnership organized under the laws of the State of Delaware (“ATV VII-C”), ATV Entrepreneurs VI, L.P, a limited partnership organized under the laws of the State of Delaware (“ATVE VI”), ATV Entrepreneurs VII, L.P, a limited partnership organized under the laws of the State of Delaware (“ATVE VII”), ATV Alliance 2003, L.P., a limited partnership organized under the laws of the State of Delaware (“ATV Alliance”), ATV Associates VI, L.L.C., a limited liability company organized under the laws of the State of Delaware (“ATVA VI”), ATV Associates VII, L.L.C., a limited liability company organized under the laws of the State of Delaware (“ATVA VII”) and ATV Alliance Associates, L.L.C., a limited liability company organized under the laws of the State of Delaware (“ATVAA” and collectively with ATV VI, ATV VII, ATV VII-B, ATV VII-C, ATVE VI, ATVE VII, ATV Alliance, ATVA VI and ATVA VII, the “ATV Entities”) in respect of shares of common stock of Acceleron Pharma Inc. The ATV Entities expressly disclaim status as a “group” for purposes of this Schedule 13G.

Item 1.

(a) Name of Issuer

Acceleron Pharma Inc.

(b) Address of Issuer’s Principal Executive Offices

128 Sydney Street  
Cambridge, MA 02139

Item 2.

(a) Name of Person Filing

Advanced Technology Ventures VI, L.P.  
Advanced Technology Ventures VII, L.P.  
Advanced Technology Ventures VII (B), L.P.  
Advanced Technology Ventures VII(C), L.P.  
ATV Entrepreneurs VI, L.P.  
ATV Entrepreneurs VII, L.P.  
ATV Alliance 2003, L.P.  
ATV Associates VI, L.L.C.  
ATV Associates VII, L.L.C.  
ATV Alliance Associates, L.L.C.

(b) Address of Principal Business Office or, if none, Residence

500 Boylston Street, Suite 1380, Boston, Massachusetts 02116





(c) Citizenship

Each of ATV VI, ATV VII, ATV VII-B, ATV VII-C, ATVE VI, ATVE VII and ATV Alliance are limited partnerships organized in the State of Delaware. Each of ATVA VI, ATVA VII and ATVAA are limited liability companies organized in the State of Delaware.

(d) Title of Class of Securities

Common Stock

(e) CUSIP Number

00434H108

Item 3. If this statement is filed pursuant to §§240.13d-1(b), or 240.13d-2(b) or (c), check whether the person filing is a:

Not applicable

Item 4. Ownership

(a) Amount Beneficially Owned as of December 31, 2013:

Advanced Technology Ventures VI, L.P.	2,513,783(1)
Advanced Technology Ventures VII, L.P.	2,513,783(1)
Advanced Technology Ventures VII (B), L.P.	2,513,783(1)
Advanced Technology Ventures VII(C), L.P.	2,513,783(1)
ATV Entrepreneurs VII, L.P.	2,513,783(1)
ATV Entrepreneurs VI, L.P.	2,513,783(1)
ATV Alliance 2003, L.P.	2,513,783(1)
ATV Associates VI, L.L.C.	2,513,783(1)
ATV Associates VII, L.L.C.	2,513,783(1)
ATV Alliance Associates, L.L.C.	2,513,783(1)

(b) Percent of Class as of December 31, 2013:

Advanced Technology Ventures VI, L.P.	8.9%
Advanced Technology Ventures VII, L.P.	8.9%
Advanced Technology Ventures VII (B), L.P.	8.9%

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Advanced Technology Ventures VII(C), L.P.	8.9%
ATV Entrepreneurs VII, L.P.	8.9%
ATV Entrepreneurs VI, L.P.	8.9%
ATV Alliance 2003, L.P.	8.9%
ATV Associates VI, L.L.C.	8.9%
ATV Associates VII, L.L.C.	8.9%
ATV Alliance Associates, L.L.C.	8.9%

(c) Number of shares as to which the person has, as of December 31, 2013:

(i) Sole power to vote or to direct the vote

Advanced Technology Ventures VI, L.P.	0
Advanced Technology Ventures VII, L.P.	0
Advanced Technology Ventures VII (B), L.P.	0
Advanced Technology Ventures VII(C), L.P.	0
ATV Entrepreneurs VII, L.P.	0
ATV Entrepreneurs VI, L.P.	0
ATV Alliance 2003, L.P.	0
ATV Associates VI, L.L.C.	0
ATV Associates VII, L.L.C.	0
ATV Alliance Associates, L.L.C.	0

(ii) Shared power to vote or to direct the vote

Advanced Technology Ventures VI, L.P.	2,513,783(1)
Advanced Technology Ventures VII, L.P.	2,513,783(1)
Advanced Technology Ventures VII (B), L.P.	2,513,783(1)
Advanced Technology Ventures VII(C), L.P.	2,513,783(1)
ATV Entrepreneurs VII, L.P.	2,513,783(1)
ATV Entrepreneurs VI, L.P.	2,513,783(1)
ATV Alliance 2003, L.P.	2,513,783(1)
ATV Associates VI, L.L.C.	2,513,783(1)
ATV Associates VII, L.L.C.	2,513,783(1)
ATV Alliance Associates, L.L.C.	2,513,783(1)

(IV) Sole power to dispose or to direct the disposition of

Advanced Technology Ventures VI, L.P.	0
Advanced Technology Ventures VII, L.P.	0
Advanced Technology Ventures VII (B), L.P.	0
	0

Advanced Technology

Ventures VII(C), L.P.

ATV Entrepreneurs VII, L.P. 0

ATV Entrepreneurs VI, L.P. 0

ATV Alliance 2003, L.P. 0

ATV Associates VI, L.L.C. 0

ATV Associates VII, L.L.C. 0

ATV Alliance Associates,  
L.L.C. 0

(iv) Shared power to dispose or to direct the disposition of

Advanced Technology Ventures VI, L.P.	2,513,783(1)
Advanced Technology Ventures VII, L.P.	2,513,783(1)
Advanced Technology Ventures VII (B), L.P.	2,513,783(1)
Advanced Technology Ventures VII(C), L.P.	2,513,783(1)
ATV Entrepreneurs VII, L.P.	2,513,783(1)
ATV Entrepreneurs VI, L.P.	2,513,783(1)
ATV Alliance 2003, L.P.	2,513,783(1)
ATV Associates VI, L.L.C.	2,513,783(1)
ATV Associates VII, L.L.C.	2,513,783(1)
ATV Alliance Associates, L.L.C.	2,513,783(1)

(1) These shares are owned directly as follows: 337,565 shares of common stock are owned by ATV VI, 2,018,586 shares of common stock are owned by ATV VII, 81,002 shares of common stock are owned by ATV VII-B, 38,934 shares of common stock are owned by ATV VII-C, 12,025 shares of common stock are owned by ATVE VII, 21,543 shares of common stock are owned by ATVE VI, and 4,128 shares of common stock are owned by ATV Alliance.

Item 5. Ownership of Five Percent or Less of a Class

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following " ".

Item 6. Ownership of More than Five Percent on Behalf of Another Person

Not Applicable

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on By the Parent Holding Company or Control Person.

Not Applicable

Item 8. Identification and Classification of Members of the Group

Not Applicable

Item 9. Notice of Dissolution of a Group

Not Applicable

Item 10. Certification

Not Applicable

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Dated: February 13, 2014

Advanced Technology Ventures VI, L.P.

By: ATV Associates VI, L.L.C., its  
General Partner

By: /s/ William Wiberg  
Authorized Signatory

ATV Entrepreneurs VII, L.P.

By: ATV Associates VII, L.L.C., its  
General Partner

By: /s/ Jean George  
Authorized Signatory

Advanced Technology Ventures VII, L.P.

By: ATV Associates VII, L.L.C., its  
General Partner

By: /s/ Jean George  
Authorized Signatory

ATV Alliance 2003, L.P.

By: ATV Alliance Associates, L.L.C.,  
its General Partner

By: /s/ Jean George  
Authorized Signatory

Advanced Technology Ventures VII (B), L.P.

By: ATV Associates VII, L.L.C., its  
General Partner

By: /s/ Jean George  
Authorized Signatory

ATV Associates VI, L.L.C.

By: /s/ William Wiberg

Authorized Signatory

ATV Associates VII, L.L.C.

By: /s/ Jean George

Authorized Signatory

Advanced Technology Ventures VII(C), L.P.

By: ATV Associates VII, L.L.C., its  
General Partner

By: /s/ Jean George  
Authorized Signatory

ATV Alliance Associates, L.L.C.

By: /s/ Jean George

ATV Entrepreneurs VI, L.P.

Authorized Signatory

By: ATV Associates VI, L.L.C., its  
General Partner

By: /s/ William Wiberg

Authorized Signatory



Page

EXHIBITS

A: Joint Filing Agreement

EXHIBIT A

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a statement on Schedule 13G (including amendments thereto) with respect to the Common Stock of Acceleron Pharma Inc. and further agree that this agreement be included as an exhibit to such filing. Each party to the agreement expressly authorizes each other party to file on its behalf any and all amendments to such statement. Each party to this agreement agrees that this joint filing agreement may be signed in counterparts.

In evidence whereof, the undersigned have caused this Agreement to be executed on their behalf this 13 day of February, 2014.

Advanced Technology Ventures VI, L.P.

By: ATV Associates VI, L.L.C., its General Partner      ATV Entrepreneurs VII, L.P.

By: /s/ William Wiberg

By: ATV Associates VII, L.L.C., its General Partner

Authorized Signatory

By: /s/ Jean George

Advanced Technology Ventures VII, L.P.

Authorized Signatory

By: ATV Associates VII, L.L.C., its General Partner      ATV Alliance 2003, L.P.

By: /s/ Jean George

By: ATV Alliance Associates, L.L.C., its General Partner

Authorized Signatory

By: /s/ Jean George

Advanced Technology Ventures VII (B), L.P.

Authorized Signatory

By: ATV Associates VII, L.L.C., its General Partner      ATV Associates VI, L.L.C.

By: /s/ Jean George

By: /s/ William Wiberg

Authorized Signatory

Authorized Signatory

Advanced Technology Ventures VII(C), L.P.

ATV Associates VII, L.L.C.

By: ATV Associates VI, L.L.C., its General Partner

By: /s/ Jean George

By: /s/ Jean George

Authorized Signatory

Authorized Signatory

ATV Alliance Associates, L.L.C.

ATV Entrepreneurs VI, L.P.

By: /s/ Jean George

By: ATV Associates VI, L.L.C., its General Partner

Authorized Signatory

By: /s/ William Wiberg

Authorized Signatory

pt; VERTICAL-ALIGN: top">Have general charge of the stock transfer books of the corporation; and

(g) In general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 9. Treasurer. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine. The treasurer shall:

(a) Have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these bylaws; and

(b) In general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 10. Salaries. The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

Section 11. Officer Reimbursement. Each officer by accepting his office agrees that any payments made to him by the corporation such as a salary, commission, bonus, interest, or rent, or travel, or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance. It shall be the duty of the directors, as a board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

Section 12. Conflicts of Interest. In the event an officer holds another office or possesses property which gives rise, directly or indirectly, to duties or interests that conflict with such officer's duties or interests as an officer of the corporation, such officer shall disclose such conflict in writing to the board of directors.

#### Article V - Certificates For Shares And Their Transfer

Section 1. Certificates for Shares. Subject to the requirements of law, certificates representing shares of the corporation shall be in such form as shall be determined by the board of directors. Such certificates shall be signed by the president or a vice president and by the secretary. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the

board of directors may prescribe.

Section 2. Facsimile Signatures. If a transfer agent or registrar is appointed and countersigns certificates representing shares of the corporation, the signatures of the officers of the corporation on such certificates may be facsimiles.

Article VI – Indemnification

Section 1. Indemnification of Directors and Officers: Claims by Third Parties. The corporation shall, to the fullest extent authorized by the Nevada Revised Statutes, indemnify a director or officer (the “Indemnitee”) who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the corporation, by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including

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attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if the Indemnitee either is not liable pursuant to Nevada Revised Statutes Section 78.138 or acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or its stockholders, and with respect to a criminal action or proceeding, if the Indemnitee had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction or upon a plea nolo contendere or its equivalent, does not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation or its stockholders, and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Except as so ordered by a court and for advancement of expenses pursuant to this Article VI, indemnification may not be made to or on behalf of an Indemnitee if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of law and was material to the cause of action. Notwithstanding anything to the contrary contained in these Bylaws, no director or officer may be indemnified for expenses incurred in defending any threatened, pending, or completed action, suit or proceeding (including without limitation, an action, suit or proceeding by or in the right of the corporation), whether civil, criminal, administrative or investigative, that such director or officer incurred in his or her capacity as a stockholder.

Section 2. Indemnification of Directors and Officers: Claims Brought by or in the Right of the Corporation. The corporation shall, to the fullest extent authorized by the Nevada Revised Statutes, indemnify an Indemnitee who was or is a party to or is threatened to be made a party to a threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including actual and reasonable attorneys' fees, and amounts paid in settlement incurred by the person in connection with the action or suit, if the Indemnitee either is not liable pursuant to Nevada Revised Statutes Section 78.138 or acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its stockholders. However, indemnification shall not be made for a claim, issue or matter in which the Indemnitee has been found liable to the corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnification for the expenses which the court considered proper. Except as so ordered by a court and for advancement of expenses pursuant to this Article VI, indemnification may not be made to or on behalf of an Indemnitee if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, fraud or a knowing violation of law and was material to the cause of action. Notwithstanding anything to the contrary contained in these Bylaws, no director or officer may be indemnified for expenses incurred in defending any threatened, pending, or completed action, suit or proceeding (including without limitation, an action, suit or proceeding by or in the right of the corporation), whether civil, criminal, administrative or investigative, that such director or officer incurred in his or her capacity as a stockholder.

Section 3. Advancement of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 1 or 2 above may be paid by the corporation, after request by the Indemnitee in advance of the final disposition of the action, suit or proceeding upon: (i) receipt of a written affirmation from the person seeking advancement of expenses of his or her good-faith belief that he or she has met the standard of conduct set forth in Section 1 or 2, as applicable, (ii) receipt of an undertaking by or on behalf of the Indemnitee to repay the expenses if it is ultimately determined that the Indemnitee is not entitled to be indemnified by the corporation, and (iii) a determination that the facts then known to those making the determination would not preclude indemnification. This determination shall be made in the manner specified in Section 4.

Section 4. Approval of Indemnification. An indemnification under Section 1 or 2 hereof, unless ordered by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of

the Indemnitee is proper in the circumstances because he or she has met the applicable standard or conduct set forth in Sections 1 and 2. This determination shall be made in one of the following ways, as designated by the Indemnitee in his or her sole discretion:

- (a) By a majority vote of a quorum of the board consisting of directors who were not parties to the action, suit or proceeding;
- (b) If a majority vote of a quorum of the board consisting of directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion; or
- (c) By the stockholders.

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Upon written request by the Indemnitee for indemnification (which request shall designate a method of determination described above), the corporation shall, at its expense, take all actions necessary to make the determination (utilizing the method of determination designated by the Indemnitee) as expeditiously as possible but within not later than One Hundred Eighty (180) days (or at the next stockholders' meeting if that method is designated) after such request. The Indemnitee shall have the right to petition a court of appropriate jurisdiction: (i) to make the determination, if the corporation fails to do so within the time allotted; or (ii) to review the determination, if the determination denies indemnification in whole or in part.

Section 5. Indemnification - Definitions, Other Provisions. The other and further provisions affecting indemnification of directors and officers which are set forth in Section 78.7502 of the Nevada Revised Statutes, including any definitions and right to partial indemnification, shall be applicable to this Article VI.

Section 6. Contract with the Corporation. The provisions of this Article VI shall be deemed to be a contract between the corporation and each director or officer who serves in any such capacity at any time while this Article VI and the relevant provisions of the Nevada Revised Statutes, are in effect, and any repeal or modification of any such law or of this Article VI shall not affect any rights or obligations then existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts. In the event this Article is repealed or modified, the corporation shall give written notice thereof to the directors and officers and any such repeal or modification shall not be effective for a period of 60 days after such notice is delivered.

Section 7. Indemnification of Employees and Agents. Any person who is not covered by the foregoing provisions of this Article and who is or was an employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the board of directors.

Section 8. Other Rights of Indemnification. The indemnification provided or permitted by this Article VI shall not be deemed exclusive of any other rights to which those who shall or may be indemnified may be entitled by law, separate agreement or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 9. Liability Insurance. The corporation shall have the power to purchase and maintain insurance (including insurance issued by an affiliated insurer and insurance for which premiums may be adjusted retroactively, in whole or in part, based upon claims experience, or similar arrangements and may also create a trust fund or other form of funded arrangement) on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against and incurred by such person in any such capacity or arising out of such person's status as such, regardless of whether the corporation would have the power to indemnify such person against such liability under the provisions of this Article VI.

Section 10. Amendment. Notwithstanding any other provision of these Bylaws relating to their amendment generally, any repeal or amendment of this Article VI which is adverse to any director or officer shall apply to such director or officer only on a prospective basis, and shall not limit the rights of an Indemnitee to indemnification with respect to any action or failure to act occurring prior to the time of such repeal or amendment. Notwithstanding any other provision of these Bylaws (including, without limitation, Article VII), no repeal or amendment of these Bylaws shall affect any or all of this Article XII so as to limit or reduce the indemnification in any manner unless adopted by (i) the unanimous vote of the directors of the Corporation then serving, or (ii) by the shareholders as set forth in Article VII; provided that no such amendment shall have a retroactive effect inconsistent with the preceding sentence.

Article VII – Amendments

Section 1. Amendment. These bylaws may be altered, amended or repealed or new bylaws may be adopted by the stockholders or by the board of directors when such power is conferred upon the board of directors by the articles of incorporation or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal bylaws is conferred upon the board of directors by the articles of incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws.

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Article VIII – Disclosure of Interests of Directors

Section 1. Notice of Conflict. If any director has a direct or indirect interest in an existing or proposed contract or transaction of the corporation or holds any office or possesses any property which gives rise, directly or indirectly, to an interest that might conflict with such director's duty or interest as a director of the corporation, the director shall disclose the conflict in writing to the board of directors.

Section 2. Voting. In the event a director has a conflict described by Article VIII, Section 1, such director shall not have the power to vote regarding such transaction, except for with respect to the following transactions:

- a contract or transaction relating to a loan to the corporation, where a director or a corporation or other entity in which a director has an interest has guaranteed the repayment of any part of the loan;
- a contract or transaction for the benefit of a holding company or subsidiary corporation of which a director is a director or officer;
- a contract by director to subscribe for or underwrite shares or debentures to be issued by the corporation or a subsidiary of the corporation;
- a contract, arrangement or transaction in which all directors have an interest;
- determining the compensation of the directors;
- purchasing and maintaining insurance for liabilities incurred by the directors in their capacity as such;
- the indemnification of a director by the corporation.

Section 3. Other Services to the Corporation. A director may serve as an officer or otherwise be positioned to profit from the corporation on such terms as the other directors may determine. No person shall be disqualified from the position of director as a result of contracting with the corporation. No contract or transaction of the corporation shall be void solely by reason of a director's interest therein. A director or an entity affiliated with a director may provide professional services to the corporation and receive reasonable compensation for such services. Notwithstanding any contrary provision in these bylaws, no director may serve as an auditor of or provide audit services to the corporation.

Section 4. Services to Other Entities. A director may hold a position with another business entity, including but not limited to director, officer or employee, in which the corporation has an interest, and such director shall not be liable to the corporation for compensation or other benefits received as a result of such a position, unless the stockholders direct otherwise.

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SCIO DIAMOND TECHNOLOGY CORPORATION  
 ATTN: JONATHAN PFOHL  
 411 UNIVERSITY RIDGE, SUITE D  
 GREENVILLE, SC 29601

**VOTE BY MAIL**

Mark, sign and date your proxy card and return it in a postage-paid envelope we have provided.

**VOTE BY EMAIL OR FAX**

Mark, sign and date your proxy card and scan it (both sides) and email it to Rico@empirestock.com or fax it (both sides) to (702) 818-5890.

**ELECTRONIC DELIVERY OF FUTURE PROXY MATERIALS**

If you would like to reduce the costs incurred by our company in mailing proxy materials, you can consent to receiving all future proxy statements, proxy cards and annual reports electronically via e-mail or the Internet. To sign up for electronic delivery, please follow the instructions above to vote using the Internet and, when prompted, indicate that you agree to receive or access proxy materials electronically in future years.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS: **KEEP THIS PORTION FOR YOUR RECORDS**

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

**DETACH AND RETURN THIS PORTION ONLY**

SCIO DIAMOND TECHNOLOGY CORPORATION

	For All	Withhold	For All	To withhold authority to vote for any individual nominee(s), mark "For All Except" and write the number(s) of the nominee(s) on the line below.
	o	o	o	

The Board of Directors recommends you vote FOR the following:

\_\_\_\_\_

To elect seven directors to serve on the Company's

1. Board of Directors until the 2015 Annual Meeting of Stockholders:    o   o   o

Nominees:

- 01) James A. Korn
- 02) Karl V. Leaverton
- 03) Bruce M. Likly
- 04) Gerald A. McGuire
- 05) Bernard M. McPheely
- 06) Lewis T. Smoak
- 07) Benjamin Wolkowitz

The Board of Directors recommends you vote FOR proposals 2, 3, 4, 5 and 6:

- |   |     |         |         |
|---|-----|---------|---------|
| 2. To approve the amendment and restatement of the Company's Bylaws | For | Against | Abstain |
|   | o   | o       | o       |
| 3.  | For | Against | Abstain |
|   | o   | o       | o       |

To approve, on an advisory basis, the compensation of the Company's named executive officers

	1 Yr	2 Yrs	3 Yrs	Abstain
4. To approve, on an advisory basis, the frequency of holding a future advisory vote on executive compensation	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	For	Against	Abstain	
5. To ratify the appointment of Cherry Bekaert LLP as the Company's independent registered public accountant for the fiscal year ending March 31, 2015	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

NOTE: THIS PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED STOCKHOLDER. IF NO DIRECTION IS MADE, THIS PROXY WILL BE VOTED FOR THE ELECTION OF THE DIRECTORS OF THE COMPANY, FOR PROPOSALS 2, 3 AND 5, AND FOR THE APPROVAL, ON AN ADVISORY BASIS, OF THE OPTION OF "EVERY YEAR" FOR HOLDING A FUTURE ADVISORY VOTE ON EXECUTIVE COMPENSATION, AND ACCORDING TO THE JUDGMENT OF THE PROXIES WITH RESPECT TO ANY OTHER MATTER THAT MAY BE

PROPERLY  
BROUGHT  
BEFORE THE  
ANNUAL  
MEETING.

Yes No  
Please  
indicate  
if  
you  
plan to  
attend  
this  
meeting.

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX] Date Signature (Joint Owners) Date

Print Name

Print Name (Joint Owners)

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Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:  
The Notice and Proxy Statement and Annual Report on Form 10-K are available at [www.sciodiamond.com](http://www.sciodiamond.com).

#### SCIO DIAMOND TECHNOLOGY CORPORATION

Proxy for the Annual Meeting of Stockholders, October 29, 2014.

This Proxy is solicited on behalf of the Board of Directors for the Annual Meeting of Stockholders to be held on October 29, 2014, at 4:00 p.m. EDT, at the Triple Tree Aerodrome, 330 Mary Hanna Road, Woodruff, SC 29833

The undersigned, revoking all prior Proxies, hereby appoints Gerald McGuire and Jonathan Pfohl, and each of them, with full power of substitution in each, the Proxies of the undersigned to represent the undersigned and vote all Common Shares of the undersigned in Scio Diamond Technology Corporation at the Annual Meeting of Stockholders to be held on October 29, 2014, and any adjournments or postponements thereof upon the matters stated on the reverse side and in the manner designated on the reverse side of this card.

Your vote is important. You may vote your proxy through the Internet in accordance with the instructions on the reverse side. If you wish to vote by mail, just complete the reverse side of this card, sign and date where indicated, and return it the enclosed postage-paid envelope. If you do not submit a proxy through the Internet or by returning a proxy, or attend the meeting and vote in person, shares that you own directly cannot be voted.

#### Important Notice Regarding Availability of Proxy Materials

The undersigned acknowledges receipt of the Notice of Annual Meeting of Stockholders and the Proxy Statement. The Notice of Annual Meeting of Stockholders and Proxy Statement, 2014 Annual Report on Form 10-K of Scio Diamond Technology Corporation, and form of proxy for the Annual Meeting are also available, without charge, at [www.sciodiamond.com](http://www.sciodiamond.com), or from the SEC's website at [www.sec.gov](http://www.sec.gov). You also may request a copy of these materials, without charge, by sending an email to [investorrelations@spectrumbrands.com](mailto:investorrelations@spectrumbrands.com). Please make your request no later than October 21, 2014 to facilitate timely delivery. If you do not request materials pursuant to the foregoing procedures, you will not otherwise receive an email or electronic copy of the materials.

For meeting directions please call (864) 751-4880.

Continued and to be signed on reverse side

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