

5-26-99

06-02-1999

MKD 5-26-99



To the Honorable Commission

101054322

ached original documents or copy thereof.

1. Name of conveying party(ies):

THERMAGE

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: November 3, 1998

2. Name and address of receiving party(ies):

Name: IMPERIAL BANK  
Address: 226 AIRPORT PARKWAY  
City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

75/069,323

B. Trademark Registration No.(s)

N/A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
401 B Street, Suite 1700  
San Diego, California 92101-4297

6 Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

May 12, 1999  
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

05/20/1999 VBROWN 00000056 071907 75069323  
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1090371-910000

TRADEMARK  
REEL: 001905 FRAME: 0151

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 3, 1998 by and between IMPERIAL BANK ("Bank") and THERMAGE ("Grantor")

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement)

B. Borrower shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Intellectual Property Collateral" shall not include any rights of Borrower as licensee under licenses to the extent the grant of a security interest therein is prohibited by the terms of the license agreement and such a prohibition is customary in license agreements of the same type.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

905 San Ramon Valley Boulevard  
Suite 110  
Danville, CA 94526  
Attn: \_\_\_\_\_

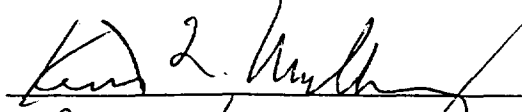
Address of Bank:

226 Airport Parkway  
San Jose, CA 95110

Attn: Corporate Banking Center

GRANTOR:

THERMAGE

By:   
Title: President

BANK:

IMPERIAL BANK

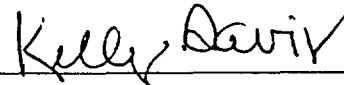
By:   
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method for controlled contraction of collagen tissue	5,755,753	05/26/98
Method for scar collagen formation and contraction	08/583,815	01/05/96
Apparatus for tissue remodeling	08/827,237	03/28/97
Method and apparatus for controlled contraction of collagen tissue	5,660,836	08/26/97
Apparatus for controlled contraction of collagen tissue	08/635,202	04/17/96
Apparatus for skin resurfacing	PCT US 96/06274	05/03/96
Method for tightening skin (provisional)	60/023,377	08/05/96
Method for scar collagen formation and contraction	PCT US 97/00162	01/05/96
Method for apparatus for controlled contraction of collagen tissue	5,871,524	02/16/99
Apparatus for tissue remodeling	08/825,445	03/28/97
Method for tissue remodeling	08/825,443	03/28/97
Method and apparatus for tissue remodeling	08/942,274	09/30/97
Method using rf energy for controlled contraction of collagen tissue (as amended)	08/914,681	08/19/97
Method and apparatus for controlled contraction of collagen tissue	08/958,305	10/28/97
Method and apparatus for controlled contraction of collagen tissue	08/990,494	12/15/97
Apparatus for tissue remodeling	09/003,180	01/05/98
Method and apparatus for controlled contraction of collagen tissue	09/003,423	01/06/98
Method and apparatus for controlled contraction of collagen tissue	09/003,098	01/06/98
Method and apparatus for controlled contraction of collagen tissue	09/003,120	01/06/98
In vivo formed thermally contracted collagen tissue	09/007,581	01/15/98
Method and apparatus for tissue remodeling	PCT US 98/16700	08/11/98
Apparatus and method for treatment of tissue (provisional)	60/123,440	03/09/99

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
THERMAGE	75-069,323	03/08/96

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1090371-900000

RECORDED: 05/26/1999

TRADEMARK  
REEL: 001905 FRAME: 0156