

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Reliant Technologies, LLC		03/04/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Serial Number:	78973824	AFR
Serial Number:	78973808	FRAXEL AFR
Serial Number:	78840464	RELIANT
Serial Number:	78774531	FRAXEL
Serial Number:	78674407	FRACTIONAL RESURFACING WITH A MILLION POINTS OF LIGHT
Serial Number:	78654238	
Serial Number:	78649868	RELIANT TECHNOLOGIES
Serial Number:	78649860	INTELLIGENT OPTICAL TRACKING
Serial Number:	78649819	RESULTS YOU CAN SEE AND FEEL
Serial Number:	78494751	
Serial Number:	78364508	FRAXEL
Serial Number:	77026407	FRAXEL
Serial Number:	77026415	

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Serial Number:	77026409	FRAHEL
Serial Number:	77150160	FRAHEL RE:STORE
Serial Number:	77318999	FMDA
Serial Number:	77186999	ESSENTIALS OF NATURAL BEAUTY
Serial Number:	77150172	FRAHEL RE:PAIRTREATMENT
Serial Number:	77150170	FRAHEL RE:STORETREATMENT
Serial Number:	77150166	FRAHEL RE:FINETREATMENT
Serial Number:	77101596	HFA COMPLEX
Serial Number:	77155671	FRAHEL RE:NEW
Serial Number:	77155648	FRAHEL RE:SHAPETREATMENT
Serial Number:	77155637	FRAHEL RE:SHAPE
Serial Number:	77975811	FRAHEL
Serial Number:	77975810	
Serial Number:	77143851	FDDA
Serial Number:	77150156	FRAHEL RE:FINE
Serial Number:	77349510	RE:MOVE
Serial Number:	77349515	FRAHEL RE:MOVE
Serial Number:	77316303	RE:FRIDGE
Serial Number:	77150163	FRAHEL REPAIR
Serial Number:	74258645	RELIANT

**CORRESPONDENCE DATA**

Fax Number: (858)638-5033  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8586386733  
Email: karen.johanson@dlapiper.com  
Correspondent Name: DLA Piper LLP (US)  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 2: Attn: Karen Johanson  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-218
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	06/16/2009

Total Attachments: 5

**TRADEMARK**  
**REEL: 004006 FRAME: 0212**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and RELIANT TECHNOLOGIES, LLC ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to SOLTA MEDICAL, INC. ("Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of the Effective Date (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. Pursuant to the terms of that certain Security Agreement dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security 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 (as defined in the Security Agreement) and pursuant to the terms of that certain Unconditional Guaranty dated as of the date hereof (the "Guaranty"), Grantor has guaranteed the performance of all of Borrower's Obligations under the Loan Agreement.

C. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Security Agreement and the Guaranty.

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 Security Agreement and the Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Security Agreement and the Guaranty, 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, Trademarks and Mask Works listed on Exhibits A, B, C, and D 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and the Security 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, the Security Agreement, the Guaranty 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, the Security Agreement, the Guaranty 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, Loan Agreement, the Security Agreement, the Guaranty 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 caused 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:

25881 Industrial Boulevard  
Hayward, CA 94545

Attn: \_\_\_\_\_

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

GRANTOR:

RELIANT TECHNOLOGIES, LLC

By: 

Title:

John F Glenn  
CFO of Solta Medical  
Inc.

BANK:

SILICON VALLEY BANK

By: 

Title:

Ben Colombo  
Senior Relationship Manager

EXHIBIT A

Copyrights

Description  
None.

Registration Number

Registration Date

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
AFR	78973824	09/13/2006
FRAXEL AFR	78973808	09/13/2006
RELIANT	78840464	03/17/2006
FRAXEL	3259488	07/03/2007
FRAXEL	78774531	12/15/2005
FRACTIONAL RESURFACING WITH A MILLION POINTS OF LIGHT	78674407	07/20/2005
DESIGN ONLY	78654238	06/20/2005
RELIANT TECHNOLOGIES	78649868	06/13/2005
INTELLIGENT OPTICAL TRACKING	78649860	06/13/2005
RESULTS YOU CAN SEE AND FEEL	78649819	06/13/2005
DESIGN ONLY	78494751	10/05/2004
FRAXEL	78364508	02/08/2004
FRAXEL	77026407	10/20/2006
DESIGN ONLY	77026415	10/20/2006
FRAXEL	77026409	10/20/2006
FRAXEL RE:STORE	77150160	04/05/2007
FMDA	77318999	11/01/2007
ESSENTIALS OF NATURAL BEAUTY	77186999	05/22/2007
FRAXEL RE:PAIRTREATMENT	77150172	04/05/2007
FRAXEL RE:STORETREATMENT	77150170	04/05/2007
FRAXEL RE:FINETREATMENT	77150166	01/05/2007
HFA COMPLEX	77101596	02/07/2007
FRAXEL RE:NEW	77155671	04/12/2007
FRAXEL RE:SHAPETREATMENT	77155648	04/12/2007
FRAXEL RE:SHAPE	77155637	04/12/2007
FRAXEL	77975811	04/20/2006
DESIGN ONLY	77975810	10/20/2006
FDDA	77143851	05/29/2007
FRAXEL RE:FINE	77150156	04/05/2007
RE:MOVE	77349510	12/11/2007
FRAXEL RE:MOVE	77349515	12/11/2007
RE:FRIDGE	77316303	10/29/2007
FRAXEL RE:PAIR	77150163	04/05/2007
RELIANT	74258645	03/24/1992