

01/24/2011



Form PTO-1594 (Rev 01-09)
OMB Collection 0651-0027 (exp 02/28/2009)

103616121

DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RE

RECORDATION SERVICES
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CLRS TECHNOLOGY CORPORATION

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: CALIFORNIA
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SILICON VALLEY BANK

Internal

Address: _____

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA

State: CA

Country: USA Zip: 95054-1191

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship CALIFORNIA
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 12/16/2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77840182
77410281

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CLARO SX
CLARO

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

Name: DLA PIPER LLP (US)

Internal Address: ATTENTION: LISA A. ORTIZ

Street Address: 4365 EXECUTIVE DRIVE, SUITE 1100

City: SAN DIEGO

State: CA Zip: 92121

Phone Number: (858) 677-1416

Fax Number: (858) 638-5016

Email Address: LISA.ORTIZ@DLAPIPER.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65

PREVIOUSLY PAID - DOC # 900181245

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

1/19/2011

Date

LISA A. ORTIZ

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004466 FRAME: 0657

TO:LISA A. ORTIZ COMPANY:DLA PIPER LLP (US)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the December 16, 2010 by and between SILICON VALLEY BANK ("Bank") and CLRS TECHNOLOGY CORPORATION ("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 March 9, 2009 (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 continue 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.

TO:LISA A. ORTIZ COMPANY:DLA PIPER LLP (US)

Address of Grantor:

3183 A-I Airway Avenue
Costa Mesa, CA 92626

Attn: _____

GRANTOR:

CLRS TECHNOLOGY CORPORATION

By:  _____

Title: President

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: _____

WEST222690797.3
354271-000218

TO:LISA A. ORTIZ COMPANY:DLA PIPER LLP (US)

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

TO:LISA A. ORTIZ COMPANY:DLA PIPER LLP (US)

EXHIBIT B**Patents**

<u>Description</u>	<u>Application/ Patent Number</u>	<u>Application/ Issue date</u>
Light emitting therapeutic devices and methods	11951240	12/5/07
Rapid flash optical therapy	12393995	2/26/09
Light-emitting therapeutic device	D569987	5/27/08
Light-emitting therapeutic device	D589154	3/24/09
Light-emitting therapeutic device	D396748	7/21/09

TO:LISA A. ORTIZ COMPANY:DLA PIPER LLP (US)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CLARO SX	77840182	10/2/09
CLARO	77410281	2/29/08