

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
VIVEVE, INC.		11/30/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	OXFORD FINANCE LLC, as Collateral Agent		
Street Address:	133 North Fairfax Street		
Internal Address:	Attn: General Counsel		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	77833814	VIVEVE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(858)638-5130		
Phone:	858-638-6730		
Email:	susan.reynholds@dlapiper.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Dr., Ste. 1100		
Address Line 2:	Attention: Susan Reynholds		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	368986-60		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/s/ Troy Zander		

CH \$40.00 77833814

Date:

12/15/2011

Total Attachments: 6

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between OXFORD FINANCE LLC, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent") and VIVEVE, INC. ("Grantor").

### RECITALS

A. Lenders have 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 Collateral Agent, the Lenders and Grantor dated 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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, 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 Collateral Agent, for the benefit of the Lenders, 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 Exhibits 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.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent 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 Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent 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 Lender, of any or all other rights, powers or remedies.

*[Balance of Page Intentionally Left Blank]*

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:

450 Sheridan Avenue  
Palo Alto, CA 9430

Attn: Chief Financial Officer

GRANTOR:

VIVEVE, INC.

By: 

Title: PRESIDENT ; CEO

Address of Lender:

133 North Fairfax Street  
Alexandria, Virginia 22314  
Attn: General Counsel

COLLATERAL AGENT:

OXFORD FINANCE LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

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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.

GRANTOR:

Address of Grantor:

VIVEVE, INC.

450 Sheridan Avenue  
Palo Alto, CA 9430

By: \_\_\_\_\_

Attn: Chief Financial Officer

Title: \_\_\_\_\_

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

133 North Fairfax Street  
Alexandria, Virginia 22314  
Attn: General Counsel

By:  \_\_\_\_\_

Title: Vice President & General Counsel

*[Signature Page to Intellectual Property Security Agreement]*

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EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Vaginal remodeling device and methods	11704067	2/7/2007
Vaginal remodeling device and methods	12884108	9/16/2010

EXHIBIT C

Trademarks

Description

Serial/Registration No.

File Date

VIVEVE

77833814

9/24/2009