

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest - Mezzanine Loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sound Surgical Technologies LLC		03/18/2013	LIMITED LIABILITY COMPANY: COLORADO
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: 4			
Property Type	Number	Word Mark	
Serial Number:	85569253	LIPOHARVESTER	
Serial Number:	85569255	VASERSMOOTH	
Serial Number:	85569249	VASERSHAPE	
Serial Number:	85569245	ORIGINS	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	354271-218		

CH \$115.00 85569253

NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	03/29/2013
Total Attachments: 6 source=IPSA-MZ#page1.tif source=IPSA-MZ#page2.tif source=IPSA-MZ#page3.tif source=IPSA-MZ#page4.tif source=IPSA-MZ#page5.tif source=IPSA-MZ#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 18, 2013 by and between SILICON VALLEY BANK ("*Bank*") and SOUND SURGICAL 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 August 29, 2012 (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.

GRANTOR:

Address of Grantor:

SOUND SURGICAL TECHNOLOGIES LLC

357 McCaslin Blvd, Suite 100
Louisville, CO 80027-2932
Attn: Jack Glenn - CFO

By: 
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

555 Mission Street, Suite 900
San Francisco, CA 94105
Attn: David Sabow - Senior Relationship Manager

By: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

SOUND SURGICAL TECHNOLOGIES LLC

357 McCaslin Blvd. Suite 100
Louisville, CO 80027-2932
Attn: Jack Glenn - CFO

By: _____


Title: _____

Address of Bank:

BANK:

555 Mission Street, Suite 900
San Francisco, CA 94105
Attn: David Sabow - Senior Relationship Manager

SILICON VALLEY BANK

By:  _____

Title: SRM _____

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description
None registered

Registration Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Application/ Patent Number</u>	<u>Application/ Issue date</u>
Precision fluid delivery system and method for surgical procedures	10600118	6/20/03
Selective lysing of cells using ultrasound	12941868	11/8/10
Handpiece for ultrasound medical services	12965632	12/10/10
Pulsed ultrasound device and method	6027515	2/22/00
Vented aspirator and method	6129701	10/10/00
Protective sheath and method for ultrasonic probes	6224565	5/1/01
Transdermal ultrasonic device and method	6350245	2/26/02
Ultrasonic probe and method for improved fragmentation	6368299	4/9/02
Lipoplasty method	6379326	4/30/02
Pulsed ultrasonic device and method	6391042	5/21/02
Vented aspirator and method	6540713	4/1/03
Ultrasonic cutting and coagulation knife using transverse vibrations	6585745	7/1/03
Surgical aspiration device employing continuous, precise venting	6716194	4/6/04
Pulsed ultrasonic device and method	6726698	4/27/04
Ultrasonic device and method for tissue coagulation	7361172	4/22/08
Combination ultrasound-phototherapy transducer	8206326	6/26/12
Aspiration canister	D539417	3/27/07
Aspiration canister	D548329	8/7/07
Ultrasonic amplifier	D669992	10/30/12
Console for use in power assisted lipoplasty	D669993	10/30/12
Handpiece for use in power assisted lipoplasty	D674479	1/15/13
Ultrasonic cutting and coagulation knife using transverse vibrations	10611378	6/30/03
Ultrasonic device for harvesting adipose tissue	13113811	5/13/11
Power assisted lipoplasty	13249113	9/29/11
Canister for autologous fat transfer	13402778	2/22/12
Selective lysing of cells using ultrasound	13608885	9/10/12
Combination ultrasound-phototherapy transducer	13481894	5/28/12
Pulse ultrasonic device and method	10832641	4/26/04

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
TOUCHVIEW	85121345	9/1/10
POWERX	85121336	9/1/10
VASER IT	85121320	9/1/10
VASER HI DEF	76693483	10/10/08
VASER LIPO	76693482	10/10/08
VASER HI DEF	76693470	10/9/08
VASER LIPO	76693033	9/22/08
SOUND SURGICAL	76693032	9/22/08
THE TOOL BEHIND THE TALENT	76687768	3/17/08
VENTX	76599960	6/30/04
LIPOSELECTION	76594677	5/28/04
SCIENCE TO SURGERY	75950643	3/1/00
VASER	75638383	2/18/99
LIPOHARVESTER	85569253	3/14/12
VASERSMOOTH	85569255	3/14/12
VASERSHAPE	85569249	3/14/12
ORIGINS	85569245	3/14/12

WEST\240593161
354271-000218