

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
LipoSonix, Inc.		08/29/2012	CORPORATION: 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: 9			
Property Type	Number	Word Mark	
Serial Number:	85761030	FOCUSED FAT REDUCTION	
Serial Number:	85761018	ONEPASS	
Serial Number:	85761010	ONEPASS	
Serial Number:	85626559	CUSTOM CONTOURING	
Serial Number:	85213348	LIPOSONIX.COM	
Serial Number:	85204189	1 TREATMENT 1 HOUR 1 SIZE SMALLER	
Serial Number:	85633020	LIPOSONIX	
Serial Number:	78457709		
Serial Number:	76185377	LIPOSONIX	
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		

CH \$240.00 85761030

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

NAME OF SUBMITTER: Troy Zander

Signature: /s/ Troy Zander

Date: 04/18/2013

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 29, 2012 by and between SILICON VALLEY BANK ("*Bank*") and LIPOSONIX, INC. ("*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 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. 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: CFO

GRANTOR:

LIPOSONIX, INC.

By: 

Title: SECRETARY

Address of Bank:

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

BANK:

SILICON VALLEY BANK

By: 

Title: SENIOR RELATIONSHIP MANAGER

[Signature Page to Intellectual Property Security Agreement – LipoSonix, Inc.]

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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>
Articulating arm for medical procedures*	10751344	12/30/03
Articulating arm for medical procedures	8337407	12/25/12
Component ultrasound transducer	11027919	12/29/04
System and methods for destroying adipose tissue*	11286042	11/23/05
Method and apparatus for coupling a hifu transducer to a skin surface	11373419	3/10/06
Interchangeable high intensity focused ultrasound transducer	12051073	3/19/08
Component ultrasound transducer	12111327	4/29/08
Therapy head for use with an ultrasound system	12364327	2/2/09
Ultrasonic treatment and imaging of adipose tissue*	7258674	8/21/07
Vortex transducer*	7273459	9/25/07
Disposable transducer seal*	7311679	12/25/07
Position tracking device*	7532201	5/12/09
Transducer with shield*	7652411	1/26/10
Ultrasound therapy head with movement control*	7695437	4/13/10
Medical ultrasound transducer having non-ideal focal region*	7766848	8/3/10
Ultrasonic treatment and imaging of adipose tissue*	7841984	11/30/10
Apparatus and methods for the destruction of adipose tissue*	7857773	12/28/10
Disposable transducer seal*	7905844	3/15/11
Systems and methods for the destruction of adipose tissue*	7993289	8/9/11
Slip ring spacer and method for its use	8142200	3/27/12
Disposable transducer seal	10750369	12/30/03
Medical device inline degasser	10750370	12/30/03
Mechanical arm	12257244	10/23/08
Methods and apparatus for medical device investment recovery	12407212	3/19/09
Apparatus and methods for the destruction of adipose tissue	8343051	1/1/13
Transducer with shield	8334637	12/18/12
Ultrasonic treatment of adipose tissue at multiple depths	12717818	3/4/10
Analysis of real time backscatter data for fault signal generation in a medical hifu device	12729447	3/23/10
Variable treatment site body contouring using an ultrasound therapy device	12794415	6/4/10
Transducer cartridge for an ultrasound therapy head	12794595	6/4/10
Medical ultrasound device with liquid dispensing device coupled to a therapy head	12794669	6/4/10
Apparatus and methods for the destruction of adipose tissue	12954506	11/24/10
Ultrasound therapy head with movement control	12961102	12/6/10
Disposable transducer seal	13023360	2/8/11
System and methods for destroying adipose tissue	13073826	3/28/11
Apparatus and methods for non-invasive body contouring	13189179	7/22/11
Modified atmosphere packaging for ultrasound transducer cartridge	13233974	9/15/11
Liquid degas system	8152904	4/10/12
Selectable tuning transducer	8208346	6/26/12
Cartridge for use with an ultrasound therapy head	7946986	5/24/11

*Title report currently shows "Medicis Technologies Corporation" as owner of record

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
FOCUSED FAT REDUCTION	85761030	10/23/12
OnePass	85761018	10/23/12
OnePass	85761010	10/23/12
CUSTOM CONTOURING	85626559	5/16/12
LIPOSONIX.COM	85213348	1/7/11
1 TREATMENT 1 HOUR 1 SIZE SMALLER	85204189	12/22/10
LIPOSONIX	85633020	5/23/12
Design	78457709	7/27/04
LIPOSONIX	76185377	12/21/00