

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|------------------------------------|-----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Interest - Mezzanine Loan | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Aesthera Corporation | | 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: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3030619 | AESTHERA | |
| Registration Number: | 3174892 | PHOTO PNEUMATIC | |
| Registration Number: | 3159884 | AESTHERA | |
| Registration Number: | 3163460 | AESTHERA | |
| Registration Number: | 3306064 | PPX | |
| Registration Number: | 3450294 | ISOLAZ | |
| 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 | | |

CH \$165.00 3030619

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| ATTORNEY DOCKET NUMBER: | 354271-218 |
| NAME OF SUBMITTER: | Troy Zander |
| Signature: | /s/ Troy Zander |
| Date: | 04/25/2013 |
| Total Attachments: 5 source=IPSA (Mezz)#page1.tif source=IPSA (Mezz)#page2.tif source=IPSA (Mezz)#page3.tif source=IPSA (Mezz)#page4.tif source=IPSA (Mezz)#page5.tif | |

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 AESTHERA 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 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:

AESTHERA CORPORATION

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: Dave Sabow - SRM

[Signature Page to Intellectual Property Security Agreement – AesThera Corporation]

WEST0238169214
354271-000218

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None registered

EXHIBIT B

Patents

| <u>Description</u> | <u>Application/ Patent Number</u> | <u>Application/ Issue date</u> |
|---|---------------------------------------|------------------------------------|
| Apparatus and method for treating biological external tissue | 10841273 | 5/7/04 |
| Apparatus and method to apply substance to tissue | 11123599 | 5/6/05 |
| Apparatus and method having a cooling material and reduced pressure to treat biological external tissue | 7842029 | 11/30/10 |
| Apparatuses and method to treat biological external tissue | 11732232 | 4/2/07 |
| Apparatus, method, and system to treat a volume of skin | 11773373 | 7/3/07 |
| Apparatus and method for selective treatment of tissue | 11852990 | 9/10/07 |
| Method and devices for applying energy to tissue | 11868833 | 10/8/07 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial/Registration No.</u> | <u>File Date</u> |
|--------------------|--------------------------------|------------------|
| AESTHERA | 78425654 | 5/26/04 |
| PHOTOPNEUMATIC | 78425613 | 5/26/04 |
| AESTHERA | 78374174 | 2/25/04 |
| AESTHERA | 78374167 | 2/25/04 |
| PPx | 77088902 | 1/23/07 |
| ISOLAZ | 77088891 | 1/23/07 |