

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liposonix, Inc.		11/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Capital Royalty Partners II L.P.
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: DELAWARE

Name:	Capital Royalty Partners II - Parallel Fund "A" L.P.
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: DELAWARE

Name:	Parallel Investment Opportunities Partners L.P.
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85204189	1 TREATMENT 1 HOUR 1 SIZE SMALLER
Serial Number:	85626559	CUSTOM CONTOURING

CH \$240.00 85204189

Serial Number:	78457709	
Serial Number:	85761030	FOCUSED FAT REDUCTION
Serial Number:	76185377	LIPOSONIX
Serial Number:	85633020	LIPOSONIX
Serial Number:	85213348	LIPOSONIX.COM
Serial Number:	85761010	ONEPASS
Serial Number:	85761018	ONEPASS

CORRESPONDENCE DATA

Fax Number: 4152687522
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (415) 268-7000
Email: JessicaLewis@MoFo.com
Correspondent Name: Jennifer L. Taylor / Morrison & Foerster
Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	67478-50
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	11/18/2013

Total Attachments: 7
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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, LIPOSONIX, INC. (the "Grantor") has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the Security Agreement dated as of November 14, 2013 (as modified from time to time, the "Security Agreement"), in which the Grantor has granted certain interests in favor of CAPITAL ROYALTY PARTNERS II L.P., CAPITAL ROYALTY PARTNERS II – PARALLEL FUND "A" L.P., and PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P. (together, with their successors and assigns, the "Secured Parties"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Secured Parties to execute this Short-Form Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: November 14, 2013

IN WITNESS WHEREOF, the party hereto has caused this Short-Form Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

LIPOSONIX, INC.

By: 

Name: John F. Glenn

Title: Chief Financial Officer

[Signature Page to Short-Form Trademark Security Agreement]

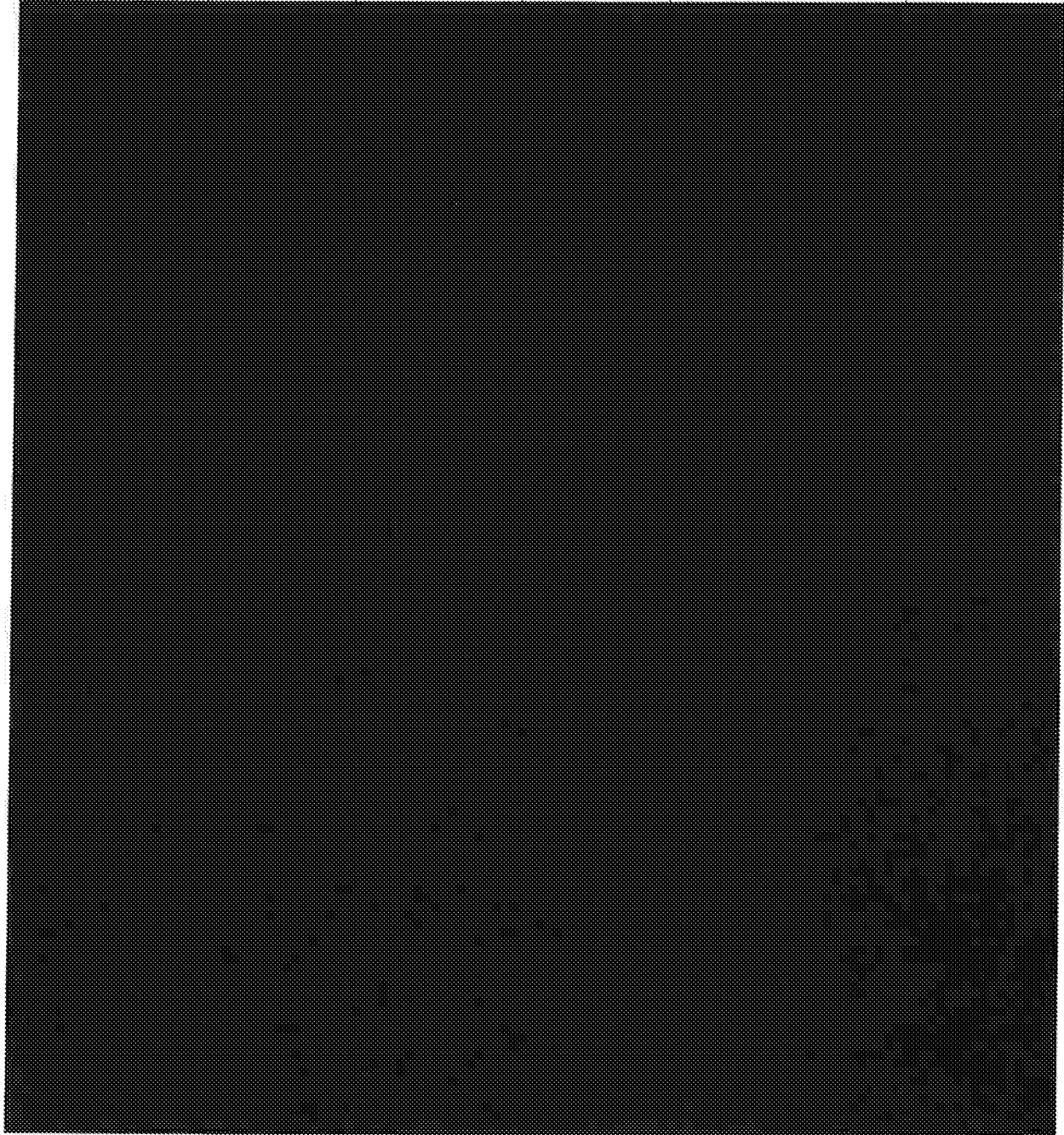
sf-3353813

TRADEMARK
REEL: 005156 FRAME: 0298

SCHEDULE OF REGISTERED TRADEMARKS

TRADEMARKS

Application No.	Filing Date	Registration No.	Grant Date	Mark	Country Name
85/204,189	12/22/2010	4,172,439	07/10/2012	1 TREATMENT 1 HOUR 1 SIZE SMALLER	United States



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Application No.	Filing Date	Registration No.	Grant Date	Mark	Country Name
85/626,559	05/16/2012			CUSTOM CONTOURING	United States

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Application No.	Filing Date	Registration No.	Grant Date	Mark	Country Name
78/457,709	07/27/2004	2,995,303	09/13/2005	DANCING MAN Logo	United States

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Application No.	Filing Date	Registration No.	Grant Date	Mark	Country Name
85/761,030	10/23/2012			FOCUSED FAT REDUCTION	United States
76/185,377	12/21/2000	2,896,037	10/19/2004	LIPOSONIX	United States
85/633,020	05/23/2012	4,356,670	06/25/2013	LIPOSONIX	United States

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Application No.	Filing Date	Registration No.	Grant Date	Mark	Country Name
85/213,348	01/07/2011	4,176,501	07/17/2012	LIPOSONIX.COM	United States
85/761,010	10/23/2012			OnePass	United States
85/761,018	10/23/2012			OnePass	United States

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