### 900278184 01/23/2014

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		01/23/2014	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Aesthera Corporation
Street Address:	25881 Industrial Blvd.
City:	Hayward
State/Country:	CALIFORNIA
Postal Code:	94545
Entity Type:	CORPORATION: DELAWARE

# PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3030619	AESTHERA
Registration Number:	3174892	PHOTO PNEUMATIC
Registration Number:	3163460	AESTHERA
Registration Number:	3306064	PPX
Registration Number:	3450294	ISOLAZ

#### **CORRESPONDENCE DATA**

**Fax Number**: 917777373

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square
Address Line 2: Attn: Aliya Sanders

Address Line 4: New York, NEW YORK 10036

TRADEMARK REEL: 005199 FRAME: 0764 3030619

ATTORNEY DOCKET NUMBER:	053470/77	
NAME OF SUBMITTER:	Aliya Sanders	
Signature:	/Aliya Sanders/	
Date:	01/23/2014	
Total Attachments: 7 source=Aesthera-SVB IP Release#page1.tif source=Aesthera-SVB IP Release#page2.tif source=Aesthera-SVB IP Release#page3.tif source=Aesthera-SVB IP Release#page4.tif source=Aesthera-SVB IP Release#page5.tif source=Aesthera-SVB IP Release#page6.tif source=Aesthera-SVB IP Release#page6.tif		

#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release"), dated as of January 23, 2014, is made by SILICON VALLEY BANK ("Bank"), in favor of AESTHERA CORPORATION ("Grantor"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Second Amended Intellectual Property Security Agreement (as defined below).

WHEREAS, Grantor and Bank entered into that certain Loan and Security Agreement, dated March 9, 2009 (the "Original Loan Agreement"), which was subsequently amended and restated by the Amended and Restated Loan and Security Agreement, dated August 30, 2013 (the "First Amended Loan Agreement"), which was further amended and restated by the Second Amended and Restated Loan and Security Agreement, dated November 27, 2013 (as the same may be amended, modified or supplemented from time to time, the "Second Amended Loan Agreement"; the Original Loan Agreement, First Amended Loan Agreement and the Second Amended Loan Agreement, collectively the "Loan Agreements");

WHEREAS, in connection with the Loan Agreements, Grantor and Bank entered into that certain Intellectual Property Security Agreement, dated October 31, 2011 (the "Original Intellectual Property Security Agreement"), which was subsequently amended and restated by the Amended and Restated Intellectual Property Security Agreement, dated August 30, 2013 (the "First Amended Intellectual Property Security Agreement"), which was further amended and restated by the Second Amended and Restated Intellectual Property Security Agreement, dated November 27, 2013 (the "Second Amended Intellectual Property Security Agreement"; the Original Intellectual Property Security Agreement, the First Amended Intellectual Property Security Agreement and the Second Amended Intellectual Property Security Agreement, collectively the "Intellectual Property Security Agreements"), in which Grantor granted and pledged 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 (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreements; and

**WHEREAS**, the Intellectual Property Security Agreements were recorded in the U.S. Patent and Trademark Office on April 25, 2013, at Reel/Frame No. 030294/0003, 030294/0021, 5014/0300 and 5014/0321.

**NOW, THEREFORE**, Bank hereby releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral granted and pledged in the Intellectual Property Security Agreements, and Bank hereby reassigns any and all such right, title and interest (if any) that Bank may have in the Intellectual Property Collateral to Grantor.

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Bank authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

This Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California, without regard to its conflicts of laws principles.

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IN WITNESS WHEREOF, Bank has executed this Release as of the date first above written.

SILICON VALLEY BANK

# EXHIBIT A

Copyrights

<u>Description</u> <u>Registration Number</u> <u>Registration Date</u>

None.

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# EXHIBIT B

## Patents

<u>Description</u>	Application/ Patent Number	Application/ Issue date
Apparatus and method for treating biological external tissue Apparatus and method to apply substances to tissue Apparatus and method having a cooling material and reduced pressure to treat biological external tissue	10841273 11123599 7842029	05/07/04 05/06/05 11/30/10
Apparatuses and methods to treat biological external tissue Apparatus, method and system to treat a volume of skin Apparatus and method for selective treatment of tissue Methods and devices for applying energy to tissue	11732232 11773373 11852990 11868833	04/02/07 07/03/07 09/10/07 10/08/07

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# EXHIBIT C

## Trademarks

<u>Description</u>	Serial/Registration No.	File Date
AESTHERA	3030619	12/13/05
PHOTO PNEUMATIC	3174892	11/21/06
AESTHERA	3163460	10/24/06
PPx	3306064	10/09/07
ISOLAZ	3450294	06/17/08

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# EXHIBIT D

Mask Works

<u>Description</u> <u>Serial/Registration No.</u> <u>File Date</u>

None.

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**RECORDED: 01/23/2014**