

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
Capital Royalty Partners II L.P.		01/23/2014	LIMITED PARTNERSHIP: DELAWARE
Capital Royalty Partners II - Parallel Fund "A" L.P.		01/23/2014	LIMITED PARTNERSHIP: DELAWARE
Parallel Investment Opportunities Partners II L.P.		01/23/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4172439	1 TREATMENT 1 HOUR 1 SIZE SMALLER
Registration Number:	2995303	
Registration Number:	2896037	LIPOSONIX
Registration Number:	4356670	LIPOSONIX
Registration Number:	4176501	LIPOSONIX.COM
Serial Number:	85626559	CUSTOM CONTOURING
Serial Number:	85761030	FOCUSED FAT REDUCTION
Serial Number:	85761010	ONEPASS
Serial Number:	85761018	ONEPASS

CORRESPONDENCE DATA

Fax Number: 9177777373

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

ATTORNEY DOCKET NUMBER:	053470/77
NAME OF SUBMITTER:	Aliya Sanders
Signature:	/Aliya Sanders/
Date:	01/24/2014

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of January 23, 2014, is made by 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"), in favor of LIPOSONIX, INC. (the "Grantor"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement (as defined below).

WHEREAS, reference is made to that certain Security Agreement, dated as of November 14, 2013 (as modified from time to time, the "Security Agreement"), among the Grantor, the Secured Parties, and the other parties thereto, with CAPITAL ROYALTY PARTNERS II L.P. acting as Control Agent for the Secured Parties (the "Control Agent");

WHEREAS, in connection with the Security Agreement, Grantor entered into that certain Short-Form Trademark Security Agreement, dated as of November 14, 2013 (the "Trademark Security Agreement"), in which the Grantor thereby granted to the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which were thereby incorporated therein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether then owned or at any time thereafter acquired, of the Grantor that were registered with, or for which applications for registration had 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) (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on November 18, 2013, at Reel/Frame No. 5156/0295.

NOW, THEREFORE, the Secured Parties hereby release, terminate and discharge, without representation, recourse or warranty whatsoever, all of their security interests in the Trademark Collateral and the Secured Parties hereby reassign any and all such right, title and interest (if any) that the Secured Parties may have in the Trademark Collateral to the Grantor.

The Secured Parties authorize and request 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 New York, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the Secured Parties have executed this Release as of the date first above written.

CAPITALROYALTYPARTNERSII L.P.

By CAPITAL ROYALTY PARTNERS II GP L.P., its General Partner

By CAPITAL ROYALTY PARTNERS II GP LLC, its General Partner

By Charles W. Tate
Name: Charles Tate
Title: Sole Member

CAPITALROYALTYPARTNERSII - PARALLEL FUND "A" L.P.

By CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" GP L.P., its General Partner

By CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" GP LLC, its General Partner

By Charles W. Tate
Name: Charles Tate
Title: Sole Member

PARALLELINVESTMENTOPPORTUNITIES PARTNERSII L.P.

By PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II GP L.P., its General Partner

By PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II GP LLC, its General Partner

By Charles W. Tate
Name: Charles Tate
Title: Sole Member

Trademarks

Application No.	Filing Date	Registration No.	Grant Date	Mark	Country Name
85/204189	12/22/2010	4172439	07/10/2012	1 TREATMENT 1 HOUR 1 SIZE SMALLER	United States
85/626559	05/16/2012			CUSTOM CONTOURING	United States
78/457709	07/27/2004	2995303	09/13/2005	DANCING MAN Logo	United States
85/761030	10/23/2012			FOCUSED FAT REDUCTION	United States
76/185377	12/21/2000	2896037	10/19/2004	LIPOSONIX	United States
85/633020	05/23/2012	4356670	06/25/2013	LIPOSONIX	United States
85/213348	01/07/2011	4176501	07/17/2012	LIPOSONIX.COM	United States
85/761010	10/23/2012			OnePass	United States
85/761018	10/23/2012			OnePass	United States

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