

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Silicon Valley Bank

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

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

**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: 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

CH \$240.00 85761030

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: 7**

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## 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 LIPOSONIX, INC. ("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, 2012 (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 3, 2013, at Reel/Frame No. 030147/0642 and 4998/0045, and on April 18, 2013, at Reel/Frame No. 030249/0268 and 5010/0091.

**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.

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.

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

SILICON VALLEY BANK

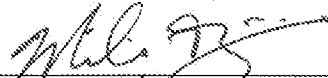
By:   
Name: Mike Pissin  
Title: VP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

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	8512250	8/20/13
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	8425435	4/23/13
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
Transducer cartridge for an ultrasound therapy head	13790774	3/8/13
Apparatus and methods for the destruction of adipose tissue	13674546	11/12/12
Inductive tuning system for ultrasound transducer*	13275192	10/17/11
Ultrasound therapy base unit*	D629523	12/21/10
Hand piece for ultrasound therapy head*	D629525	12/21/10
Therapy cap for ultrasonic therapy head*	D629526	12/21/10
Ultrasound therapy cap connection*	D629527	12/21/10

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

1090127.01A-NYCSR01A - MSW

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



EXHIBIT D

Mask Works

Description

Serial/Registration No.

File Date

None.

1090127.01A-NYCSR01A - MSW