

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 3402648 | NXT |
| Registration Number: | 3060807 | THERMACOOL |
| Registration Number: | 2913775 | THERMACOOL TC |
| Registration Number: | 2534746 | THERMAGE |
| Registration Number: | 4288351 | THERMAGE |
| Registration Number: | 4175953 | THERMAGE CPT |
| Registration Number: | 4165935 | CLEAR + BRILLIANT |
| Registration Number: | 4286962 | CLEAR + BRILLIANT |
| Registration Number: | 4377283 | PERMÉA |
| Registration Number: | 3905770 | SOLTA MEDICAL |
| Registration Number: | 3941984 | THERMAFRAX |

TRADEMARK

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|----------------|----------|-------------------|
| Serial Number: | 85969593 | THERMAGE ERES |
| Serial Number: | 85954217 | |
| Serial Number: | 85047190 | CLEAR + BRILLIANT |
| Serial Number: | 85338960 | CLEAR + BRILLIANT |
| Serial Number: | 85865905 | SIMPLY SMART |
| Serial Number: | 85880907 | THERMAGE |

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: | 01/27/2014 |

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 SOLTA MEDICAL, 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. 5155/0974.

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.

CAPITAL ROYALTY PARTNERS III 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

CAPITAL ROYALTY PARTNERS II - 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

PARALLEL INVESTMENT OPPORTUNITIES PARTNERS III 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 |
|------------------------|--------------------|-------------------------|-------------------|---|---------------------|
| 77/097250 | 02/01/2007 | 3402648 | 03/25/2008 | NXT | United States |
| 78/091100 | 10/31/2001 | 3060807 | 02/21/2006 | THERMACOOL | United States |
| 78/091101 | 10/31/2001 | 2913775 | 12/21/2004 | THERMACOOL TC | United States |
| 75/897497 | 01/14/2000 | 2534746 | 01/29/2002 | THERMAGE | United States |
| 85/630780 | 05/21/2012 | 4288351 | 02/12/2013 | THERMAGE | United States |
| 77/782893 | 06/15/2010 | 4175953 | 07/17/2012 | THERMAGE CPT | United States |
| 85/969593 | 06/25/2013 | | | THERMAGE ERES | United States |
| 85/954217 | 06/07/2013 | | | Circular Ribbon Logo (Stylized and/or Design) | United States |
| 85/976737 | 05/25/2010 | 4165935 | 06/26/2012 | CLEAR + BRILLIANT | United States |
| 85/047190 | 05/25/2010 | | | CLEAR + BRILLIANT | United States |
| 85/978240 | 06/06/2011 | 4286962 | 02/05/2013 | CLEAR + BRILLIANT (STYLIZED) | United States |
| 85/338960 | 06/06/2011 | | | CLEAR + BRILLIANT (STYLIZED) | United States |
| | 04/02/2013 | | | Clear + Brilliant Design | United States |
| 85/538277 | 02/09/2012 | 4377283 | 07/30/2013 | PERMEA | United States |
| 85/865905 | 03/04/2013 | | | SIMPLY SMART | United States |
| 77/980918 | 10/10/2008 | 3905770 | 01/11/2011 | SOLTA MEDICAL | United States |
| 77/963488 | 03/19/2010 | 3941984 | 04/05/2011 | THERMAFRAX | United States |
| 85/880907 | 03/20/2013 | | | thermage (stylized/design) | United States |