

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324940

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Solta Medical, Inc.		05/22/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Lending Partners LLC, as collateral agent		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4286962	CLEAR + BRILLIANT	
<b>Registration Number:</b>	4165935	CLEAR + BRILLIANT	
<b>Registration Number:</b>	4466175		
<b>Registration Number:</b>	3402648	NXT	
<b>Registration Number:</b>	4377283	PERMÉA	
<b>Registration Number:</b>	4523152	SIMPLY SMART	
<b>Registration Number:</b>	3905770	SOLTA MEDICAL	
<b>Registration Number:</b>	3060807	THERMACOOL	
<b>Registration Number:</b>	2913775	THERMACOOL TC	
<b>Registration Number:</b>	3941984	THERMAFRAX	
<b>Registration Number:</b>	4508221	THERMAGE	
<b>Registration Number:</b>	4288351	THERMAGE	
<b>Registration Number:</b>	2534746	THERMAGE	
<b>Registration Number:</b>	4175953	THERMAGE CPT	
<b>Serial Number:</b>	85338960	CLEAR + BRILLIANT	
<b>Serial Number:</b>	85047190	CLEAR + BRILLIANT	
<b>Serial Number:</b>	85880907	THERMAGE	
<b>Serial Number:</b>	85969593	THERMAGE ERES	
<b>CORRESPONDENCE DATA</b>			
		<b>TRADEMARK</b>	

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
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<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
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<b>DATE SIGNED:</b>	12/03/2014
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 22, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as a grantor on the signature pages hereto (the "**Grantor**") in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

**WHEREAS**, the Grantor is subject to, and is made party to, the Pledge and Security Agreement, dated as of June 29, 2011, as amended by the Amended and Restated Pledge and Security Agreement, dated as of October 20, 2011, and as further amended by the Second Amended and Restated Pledge and Security Agreement, dated as of February 13, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the respective meanings given to them in the Pledge and Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the "**Trademark Collateral**"):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including, without limitation, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOLTA MEDICAL, INC.

By:   
Name: Linda LaGorga  
Title: Senior Vice President, Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT ]

**TRADEMARK**  
**REEL: 005412 FRAME: 0186**

Accepted and Agreed:

**GOLDMAN SACHS LENDING PARTNERS LLC,**  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

*Elizabeth Fischer*  
Elizabeth Fischer  
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT ]

**TRADEMARK**  
**REEL: 005412 FRAME: 0187**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner	Status
CLEAR + BRILLIANT	United States	85338960	06-Jun-2011	N/A	N/A	Solta Medical, Inc.	Pending-ITU
CLEAR + BRILLIANT	United States	85047190	25-May-2010	N/A	N/A	Solta Medical, Inc.	Pending-ITU
CLEAR + BRILLIANT	United States	85978240	06-Jun-2011	4286962	05-Feb-2013	Solta Medical, Inc.	Registered
CLEAR + BRILLIANT	United States	85976737	25-May-2010	4165935	26-Jun-2012	Solta Medical, Inc.	Registered
Design Only	United States	85954217	07-Jun-2013	4466175	14-Jan-2014	Solta Medical, Inc.	Registered
NXT	United States	77097250	01-Feb-2007	3402648	25-Mar-2008	Solta Medical, Inc.	Registered
PERMÉA	United States	85538277	09-Feb-2012	4377283	30-Jul-2013	Solta Medical, Inc.	Registered
SIMPLY SMART	United States	85865905	04-Mar-2013	4523152	29-Apr-2014	Solta Medical, Inc.	Registered
SOLTA MEDICAL	United States	77980918	10-Oct-2008	3905770	11-Jan-2011	Solta Medical, Inc.	Registered
THERMACOOL	United States	78091100	31-Oct-2001	3060807	21-Feb-2006	Solta Medical, Inc.	Registered
THERMACOOL TC	United States	78091101	31-Oct-2001	2913775	21-Dec-2004	Solta Medical, Inc.	Registered
THERMAFRAX	United States	77963488	19-Mar-2010	3941984	05-Apr-2011	Solta Medical, Inc.	Registered
THERMAGE	United States	85880907	20-Mar-2013	N/A	N/A	Solta Medical, Inc.	Pending-ITU
THERMAGE	United States	85981121	20-Mar-2013	4508221	01-Apr-2014	Solta Medical, Inc.	Registered
THERMAGE	United States	85630780	21-May-2012	4288351	12-Feb-2013	Solta Medical, Inc.	Registered
THERMAGE	United States	75897497	14-Jan-2000	2534746	29-Jan-2002	Solta Medical, Inc.	Registered
THERMAGE CPT	United States	77782893	16-Jul-2009	4175953	17-Jul-2012	Solta Medical, Inc.	Registered
THERMAGE ERES	United States	85969593	25-Jun-2013	N/A	N/A	Solta Medical, Inc.	Pending-ITU