

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ESTABLISHMENT LABS HOLDINGS, INC.		09/28/2016	Corporation: VIRGIN ISLANDS, BRITISH
ESTABLISHMENT LABS S.A.		09/28/2016	Company: COSTA RICA
JAMM TECHNOLOGIES, INC.		09/28/2016	Corporation: DELAWARE
EUROPEAN DISTRIBUTION CENTER MOTIVA BVBA		09/28/2016	Company: BELGIUM
MOTIVA USA, LLC		09/28/2016	Limited Liability Company: DELAWARE
ESTABLISHMENT LABS BRASIL PRODUTOS PARA SAUDE LTDA		09/28/2016	Company: BRAZIL

RECEIVING PARTY DATA

Name:	PERCEPTIVE CREDIT HOLDINGS, LP
Street Address:	51 Astor Place, 10th Floor
Internal Address:	c/o Perceptive Advisors LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85119736	PROGRESSIVEGEL
Serial Number:	85119661	EMBRACE MOTIVATION
Serial Number:	85120791	TRUEMONOBLOC
Serial Number:	85120059	ALWAYS CONFIDENT WARRANTY
Serial Number:	85119973	ALWAYS CONFIDENT SUPPORT PROGRAM
Serial Number:	85119816	SMOOTHSILK
Serial Number:	85119786	SANDTEXTURE
Serial Number:	86864754	ESTABLISHMENT LABS
Serial Number:	86864755	MOTIVA
Serial Number:	86864758	MOTIVAImagine

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 4152687522*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.***Phone:** 4152686538**Email:** hcheng@mofo.com**Correspondent Name:** Jennifer Lee Taylor**Address Line 1:** 425 Market Street**Address Line 2:** Morrison & Foerster LLP**Address Line 4:** San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER:	Jennifer Lee Taylor
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SIGNATURE:	/JLT/
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DATE SIGNED:	09/29/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2016 (this "Trademark Security Agreement"), is made by each entity listed on the signature pages of this Trademark Security Agreement under the heading "GRANTORS" (each individually, a "Grantor" and collectively, the "Grantors") and PERCEPTIVE CREDIT HOLDINGS, LP, as collateral representative (in such capacity, the "Collateral Representative") for the Lenders.

W I T N E S S E T H:

WHEREAS, the Grantors, each having an address at Building 15, Coyol Free Zone, Alajuela Costa Rica, (1) have used and registered, or (2) have intended to use and filed an application indicating that intention, but have not yet filed an allegation of use under Sections l(c) or l(d) of the U.S. Trademark Act, or (3) have filed an application based on an intention to use and have since used and have filed an allegation of use under Sections l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office and the trademark registries of other countries (the "Trademarks"); and

WHEREAS, the Grantors have entered into that certain Security Agreement, dated as of September 28, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Collateral Representative; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Collateral Representative a security interest in all right, title and interest of the Grantors in and to the Trademarks, and the goodwill of the businesses symbolized by the Trademarks, including, but not limited to, the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by any Grantor against third parties for infringement thereof, to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantors do hereby further confirm, and put on the public record:

Section 1. Grant of Security Interest in Trademarks. Each Grantor hereby grants to the Collateral Representative a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) the Trademarks, and all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time,

- (ii) the goodwill of the business symbolized thereby,
 - (iii) all rights corresponding thereto throughout the world,
 - (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,
 - (v) all licenses, claims, damages, and proceeds of suit arising therefrom,
- and
- (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other Disposition (as such term is defined in the Security Agreement) thereof.

Section 2. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Representative pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Representative with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in such Grantor's reasonable business judgment in connection with their Trademarks subject to a security interest hereunder.

Section 4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF EACH GRANTOR AND THE ADMINISTRATIVE AGENT (BY ACCEPTANCE HEREOF) HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION; PROVIDED THAT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY


Section 5. Signature. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

GRANTORS


ESTABLISHMENT LABS HOLDINGS, INC.,
a corporation organized under the Laws of the
British Virgin Islands

By: 
Name: Simon Jose Livan
Title: Director

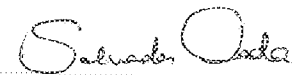
ESTABLISHMENT LABS S.A.,
a company organized under the Laws of Costa Rica

By: 
Name: Simon Jose Livan
Title: Director

JAMM TECHNOLOGIES, INC.,
a Delaware corporation

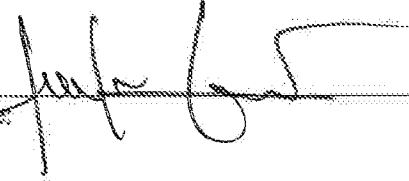
By: 
Name: ANTON A. NABLAN
Title: PRESIDENT

**EUROPEAN DISTRIBUTION CENTER
MOTIVA BVBA,**
a company organized under the Laws of Belgium


By: 
Name: SALVADOR DABA
Title: MANAGER

[Signature Page to Trademark Security Agreement]

MOTIVA USA, LLC,
a Delaware limited liability company

By: 
Name:
Title:

**ESTABLISHMENT LABS BRASIL
PRODUTOS PARA SAUDE LTDA,**
a company organized under the Laws of Brazil

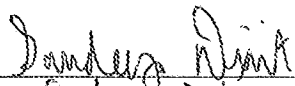
By: 
Name: DE OLIVEIRA Eddie
Title: Manager


Accepted and Agreed:

COLLATERAL REPRESENTATIVE:

PERCEPTIVE CREDIT HOLDINGS, LP,
a Delaware Limited Partnership

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By: 
Name: Sandeep Dixit
Title: Chief Credit Officer

By: 
Name: SAM CHAWLA
Title: PORTFOLIO MANAGER

Address for Notices:

Perceptive Credit Holdings, LP
c/o Perceptive Advisors LLC
51 Astor place, 10th floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com

**Schedule 1-A
to Trademark Security Agreement**

Mark / Application	Classification No.	Status	Registration Number	Owner	Country
ProgressiveGel	3,5, and 10.	In Process	85119736	Establishment Labs S.A.	USA
Embrace Motivation	35	In Process	85119661	Establishment Labs S.A.	USA
Truemonobloc	3,5, and 10.	Registered	85120791	Establishment Labs S.A.	USA
Always Confident Warranty	3,5,10,35 and 44	Registered	85120059	Establishment Labs S.A.	USA
Always Confident Support Program	3,5,10,35 and 44	Registered	85119973	Establishment Labs S.A.	USA
SmoothSilk	3,5, and 10	Registered	85119816	Establishment Labs S.A.	USA
SandTexture	3,5, and 10	Registered	85119786	Establishment Labs S.A.	USA
ESTABLISHMENT LABS	10	In Progress	86864754	Establishment Labs Holdings Inc.	USA
MOTIVA	10	In Progress	86864755	Establishment Labs Holdings Inc.	USA
MotivaImagine	10	In Progress	86864758	Establishment Labs Holdings Inc.	USA