

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Miramar Technologies, Inc.	FORMERLY Miramar Labs, Inc.	03/07/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oxford Finance LLC		
<b>Street Address:</b>	133 North Fairfax Street		
<b>Internal Address:</b>	Attention: Legal Department		
<b>City:</b>	Alexandria		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22314		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86716924	MIRASMOOTH	
<b>Serial Number:</b>	86716920	MIRAFRESH	
<b>Serial Number:</b>	85774022	MIRADRY	
<b>Serial Number:</b>	85773803	MIRADRY	
<b>Serial Number:</b>	85336813		
<b>Serial Number:</b>	77886437	MIRADRY	
<b>Serial Number:</b>	77886273	MIRADRY	
<b>Serial Number:</b>	77874719	MIRAWAVE	
<b>Serial Number:</b>	77415589	MIRAMAR LABS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<i>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.</i>			
<b>Phone:</b>	858-677-1400		
<b>Email:</b>	susan.reynolds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		

CH \$240.00 86716924

<b>NAME OF SUBMITTER:</b>	Troy Zander
<b>SIGNATURE:</b>	/s/ Troy Zander
<b>DATE SIGNED:</b>	03/08/2017
<b>Total Attachments: 8</b> source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif source=IPSA#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the March 7, 2017 by and between OXFORD FINANCE LLC, as collateral agent for the Lenders (the "Lenders") described in the Loan Agreement (in such capacity, the "Collateral Agent"), and MIRAMAR TECHNOLOGIES, INC., formerly known as Miramar Labs, Inc. ("Grantor").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Collateral Agent, the Lenders, Miramar Labs, Inc. and Grantor dated of August 7, 2015 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Collateral Agent, for the benefit of the Lenders, 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 and Trademarks listed on Exhibits A, B and C 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; provided that in no event shall the Collateral include, and no security interest is granted in, (i) 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 of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto or (ii) any license or contract, in each case if the granting of a Lien in such license or contract is prohibited by or would constitute a default under the agreement governing such license or contract (but (A) only to the extent such prohibition is enforceable under applicable law and (B) other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-408 or 9-409 (or any other Section) of Division 9 of the Code); provided that upon the termination, lapsing or expiration of any such prohibition, such license or contract, as applicable, shall automatically be subject to the security interest granted in favor of Collateral Agent hereunder and become part of the "Collateral."

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law

or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

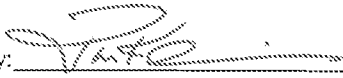
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MIRAMAR TECHNOLOGIES, INC.

2790 Walsh Ave.  
Santa Clara, CA 95051

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

Attn: \_\_\_\_\_

Title: *President + CEO* \_\_\_\_\_

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

133 North Fairfax Street  
Alexandria, Virginia 22314  
Attn: Legal Department

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

Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MIRAMAR TECHNOLOGIES, INC.

2790 Walsh Ave.  
Santa Clara, CA 95051

By: .....

Attn: .....

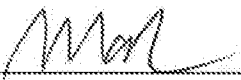
Title: .....

COLLATERAL AGENT:

Address of Lender:

OXFORD FINANCE LLC

133 North Fairfax Street  
Alexandria, Virginia 22314  
Attn: Legal Department

By:  .....

Title: .....  
Mark Davle  
Vice President - Finance, Secretary & Treasurer

*{Signature Page to Intellectual Property Security Agreement}*

WEST 275166885  
368986-000093

**TRADEMARK**  
**REEL: 006006 FRAME: 0155**

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Systems, apparatus, methods and procedures for the noninvasive treatment of tissue using microwave energy	8688228	4/1/14
Methods and apparatus for reducing sweat production	9149331	10/6/15
Systems, apparatus, methods and procedures for the noninvasive treatment of tissue using microwave energy	9241763	1/26/16
Methods and apparatus for reducing sweat production	14740934	6/16/15
Method and apparatus for treating subcutaneous histological features	6104959	8/15/00
Microwave applicator for therapeutic uses	6334074	12/25/01
Method and apparatus for treating subcutaneous histological features	8073550	12/6/11
Method and apparatus for treating subcutaneous histological features	8367959	2/5/13
Systems and methods for creating an effect using microwave energy to specified tissue	8401668	3/19/13
Systems, apparatus, methods and procedures for the noninvasive treatment of tissue using microwave energy	8406894	3/26/13
Applicator and tissue interface module for dermatological device	8469951	6/25/13
Applicator and tissue interface module for dermatological device	8535302	9/17/13
Apparatus for the noninvasive treatment of tissue using microwave energy	8825176	9/2/14
Method and apparatus for treating subcutaneous histological features	8853600	10/7/14
Applicator and tissue interface module for dermatological device	9028477	5/12/15
Method and apparatus for treating subcutaneous histological features	9216058	12/22/15
Applicator and tissue interface module for dermatological device	9314301	4/19/16
Systems and methods for creating an effect using microwave energy to specified tissue	9427285	8/30/16
Disposal tissue interface for use in applying energy to body tissue	D636054	4/12/11
Hand-held applicator with disposal tissue interface for applying energy to body tissue	D636087	4/12/11
Hand-held applicator for applying energy to body tissue region	D636088	4/12/11
Disposable tissue interface for use in applying energy to body tissue	D713537	9/16/14
Systems and methods for creating an effect using microwave energy to specified tissue	13762264	2/7/13
Systems, apparatus, methods and procedures for the non-invasive treatment of tissue using microwave energy	14194503	2/28/14



<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Systems, apparatus, methods and procedures for the non-invasive treatment of tissue using microwave energy	14610968	1/30/15
Apparatus, system and method for treating fat tissue	14829434	8/18/15
Apparatus and methods for the treatment of tissue using microwave energy	14907145	1/22/16
Systems, apparatus, methods and procedures for the noninvasive treatment of tissue using microwave energy	15005892	1/25/16
Applicator and tissue interface module for dermatological device	15090273	4/4/16
Methods, devices, and systems for non-invasive delivery of microwave therapy	15288949	10/7/16
Systems and methods for creating an effect using microwave energy in specified tissue	15252109	8/30/16
Systems and methods for creating an effect using microwave energy in specified tissue	15406496	1/13/17
Applicator and tissue interface module for dermatological device	PCT/US12/048999	7/31/12
Applicator and tissue interface module for dermatological device	PCT/US12/048957	7/31/12
Systems and methods for creating an effect using microwave energy in specified tissue	PCT/US08/060922	4/18/08
Methods and apparatus for reducing sweat production	PCT/US08/060935	4/18/08
Systems and methods for creating an effect using microwave energy in specified tissue	PCT/US08/060940	4/18/08
Methods, devices, and systems for non-invasive delivery of microwave therapy	PCT/US08/060929	4/18/08
Systems, apparatus, methods and procedures for the non-invasive treatment of tissue using microwave energy	PCT/US08/013650	12/12/08
Systems, apparatus, methods and procedures for the non-invasive treatment of tissue using microwave energy	PCT/US09/002403	4/17/09
Systems and methods for creating an effect using microwave energy to specified tissue, such as sweat glands	PCT/US09/005772	10/22/09
Apparatus and methods for the treatment of tissue using microwave energy	PCT/US14/047996	7/24/14
Apparatus, system and method for treating fat tissue	PCT/US15/045718	8/18/15

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
MIRASMOOTH	86716924/5096600	8/6/15
MIRAFRESH	86716920	8/6/15
MIRADRY	85774022/4358051	11/7/12
MIRADRY	85773803/4358050	11/7/12
Design	85336813/4144202	6/2/11
MIRADRY	77886437/3998953	12/4/09
MIRADRY	77886273/3998952	12/4/09
MIRAWAVE	77874719/4392548	11/17/09
MIRAMAR LABS	77415589	3/6/08