

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERCEPTIVE CREDIT HOLDINGS, LP		08/24/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ESTABLISHMENT LABS HOLDINGS, INC.		
Street Address:	ZONA FRANCA EL COYOL, BUILDING B25		
City:	ALAJUELA		
State/Country:	COSTA RICA		
Entity Type:	Corporation: VIRGIN ISLANDS, BRITISH		
Name:	ESTABLISHMENT LABS S.A.		
Street Address:	ZONA FRANCA EL COYOL, BUILDING B25		
City:	ALAJUELA		
State/Country:	COSTA RICA		
Entity Type:	Company: COSTA RICA		
Name:	JAMM TECHNOLOGIES, INC.		
Street Address:	ZONA FRANCA EL COYOL, BUILDING B25		
City:	ALAJUELA		
State/Country:	COSTA RICA		
Entity Type:	Corporation: DELAWARE		
Name:	EUROPEAN DISTRIBUTION CENTER MOTIVA BVBA		
Street Address:	ZONA FRANCA EL COYOL, BUILDING B25		
City:	ALAJUELA		
State/Country:	COSTA RICA		
Entity Type:	Company: BELGIUM		
Name:	MOTIVA USA, LLC		
Street Address:	ZONA FRANCA EL COYOL, BUILDING B25		
City:	ALAJUELA		
State/Country:	COSTA RICA		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	ESTABLISHMENT LABS BRASIL PRODUTOS PARA SAUDE LTDA		
Street Address:	ZONA FRANCA EL COYOL, BUILDING B25		

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City:	ALAJUELA
State/Country:	COSTA RICA
Entity Type:	Company: BRAZIL

PROPERTY NUMBERS Total: 10

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

CORRESPONDENCE DATA

Fax Number: 7043395800

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: 7043311000

Email: damionnenobles@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BLVD., SUITE 400

Address Line 2: POST OFFICE BOX 13706

Address Line 4: RESEARCH TRIANGLE PA, NORTH CAROLINA 27709

NAME OF SUBMITTER:	Peter B. Stewart
SIGNATURE:	/Peter B. Stewart/
DATE SIGNED:	08/24/2017

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 24, 2017 (this "Release"), is made by Perceptive Credit Holdings, LP, a Delaware limited partnership, as Collateral Representative for the Lenders ("Collateral Representative"), in favor of Establishment Labs Holdings, Inc., a corporation organized under the laws of the British Virgin Islands, Establishment Labs S.A., a company organized under the laws of Costa Rica, JAMM Technologies, Inc., a Delaware corporation, European Distribution Center Motiva BVBA, a company organized under the laws of Belgium, Motiva USA, LLC, a Delaware limited liability company, and Establishment Labs Brasil Produtos Para Saude LTDA, a company organized under the laws of Brazil (collectively the "Obligors").

WHEREAS, pursuant to that certain Trademark Security Agreement, which was recorded at the United States Patent and Trademark Office ("USPTO") on September 29, 2016 at Reel 005887, Frame 0341 ("Security Agreement"), by and among the Obligors and the Collateral Representative, the Obligors granted to the Collateral Representative, a continuing security interest in and to the Trademark Collateral (as defined in the Security Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Representative and Obligors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. Termination and Release. Collateral Representative, on behalf of the Lenders, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, Obligors' right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Obligors' expense.

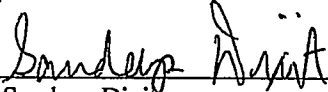
SECTION 3. Choice of Law. This Release and obligations of the parties hereunder, and all of their successors, assigns, and transferees, shall be governed by and construed in accordance with the laws of the State of New York.

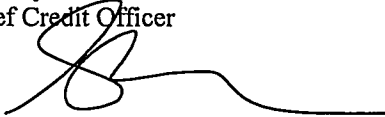
IN WITNESS WHEREOF, the Collateral Representative has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Representative:

Perceptive Credit Holdings, LP, as Collateral Representative,

By Perceptive Credit Opportunities GP, LLC, its general partner

By: 
Name: Sandeep Dixit
Title: Chief Credit Officer


By: 
Name: Sam Chawla
Title: Portfolio Manager

Schedule A

(i) Trademarks subject to the Security Agreement, and to which the Security Agreement has been recorded

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
ALWAYS CONFIDENT SUPPORT PROGRAM	85119973	8/31/2010	4344932	6/4/2013	Establishment Labs S.A.
ALWAYS CONFIDENT WARRANTY	85120059	8/31/2010	4344933	6/4/2013	Establishment Labs S.A.
EMBRACE MOTIVATION	85119661	8/31/2010			Establishment Labs S.A.
PROGRESSIVEGEL	85119736	8/31/2010			Establishment Labs S.A.
SANDTEXTURE	85119786	8/31/2010	4344930	6/4/2013	Establishment Labs S.A.
SMOOTHSILK	85119816	8/31/2010	4344931	6/4/2013	Establishment Labs S.A.
TRUEMONOBLOC	85120791	9/1/2010	4344935	6/4/2013	Establishment Labs S.A.
ESTABLISHMENT LABS	86864754	1/4/2016			Establishment Labs Holdings Inc.
MOTIVA	86864755	1/4/2016			Establishment Labs Holdings Inc.
MOTIVAIMAGINE	86864758	1/4/2016			Establishment Labs Holdings Inc.

(ii) Trademarks subject to the Security Agreement, but to which the Security Agreement has not been recorded

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
 (Design Only)	87243300	11/21/2016			Establishment Labs S.A.
MINT	87243307	11/21/2016			Establishment Labs S.A.
MOTIVA IMPLANTS	87243308	11/21/2016			Establishment Labs S.A.
MOTIVA MINT	87243318	11/21/2016			Establishment Labs S.A.
MOTIVAHYBRID	87379151	3/21/2017			Establishment Labs S.A.
SUPER SILICONE	87379148	3/21/2017			Establishment Labs S.A.