

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505935

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Specialty Surgical Products, Inc. | | 11/02/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Sientra, Inc. | | |
| Street Address: | 420 S. Fairview Avenue, Suite 200 | | |
| City: | Santa Barbara | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93117 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4908557 | ALLOX | |
| Registration Number: | 4908558 | ALLOX2 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9497326501 | | |
| <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> | | | |
| Phone: | 9497326681 | | |
| Email: | gtipmail@gtlaw.com | | |
| Correspondent Name: | Sophia J. Shin | | |
| Address Line 1: | 3161 Michelson Drive Suite 1000 | | |
| Address Line 4: | Irvine, CALIFORNIA 92612 | | |
| ATTORNEY DOCKET NUMBER: | 166906.010100 | | |
| NAME OF SUBMITTER: | Sophia Shin | | |
| SIGNATURE: | /Sophia Shin/ | | |
| DATE SIGNED: | 01/15/2019 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is entered into as of November 2, 2016 by and between Specialty Surgical Products, Inc., a Delaware corporation, (“*Seller*”), T. Jan Varner and Sherry Varner (“*Principal Shareholders*”), and Sientra, Inc., a Delaware corporation (“*Purchaser*”).

RECITALS

A. Seller and Purchaser are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “*Purchase Agreement*”) pursuant to which Purchaser has agreed to purchase the Purchased Assets from Seller, and Seller agrees to sell the Purchased Assets to Purchaser (the “*Transaction*”). Each capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

B. As a condition precedent to closing, and in order to induce Purchaser to consummate the Transaction, from which Seller will receive substantial benefit, Seller has agreed to assign, transfer and convey to Purchaser any and all conveyable rights, title and interest, as applicable, in and to all of the Intellectual Property and Intellectual Property rights that are owned or controlled by Seller and that are related to the Business, including all Purchased IP, as listed on Schedule 3.06(b) of the Disclosure Schedules, and the goodwill associated with the Purchased Assets.

AGREEMENT

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the provisions of the Purchase Agreement, hereby agree as follows:


1. Seller does hereby transfer, assign, convey and deliver to Purchaser any and all of Seller’s conveyable rights, title and interest, as applicable, in and to all of the Intellectual Property included in the Purchased Assets or otherwise relating to the conduct of the Business, together with all of the associated goodwill, that forms part of Purchased Assets, including those set out on attached Schedule A.
2. This Agreement shall be binding upon Purchaser and its successors and assigns, and shall inure to the benefit of the Seller and its successors and assigns.
3. This Agreement may not be amended, waived, discharged or terminated other than by a written instrument designated as an amendment and signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.
4. Seller agrees to execute and deliver, or cause to be executed and delivered, any and all instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may reasonably be required by Purchaser, for the purpose of perfecting and completing the sale, transfer and conveyance to Purchaser of the Intellectual Property that forms part of Purchased Assets.
5. This Assignment is made subject to the provisions of the Purchase Agreement, including the Disclosure Schedules. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

6. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.
7. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed by its duly authorized officer, all as of the date and year first above written.

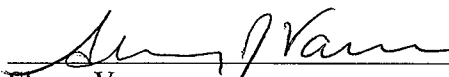
ASSIGNOR:
SPECIALTY SURGICAL PRODUCTS, INC.

By: 
Name: T. Jan Varner
Title: President

ASSIGNEE: SIENRA, INC.

By: _____
Name: Charles Huiner
Title: Chief Operating Officer


T. Jan Varner

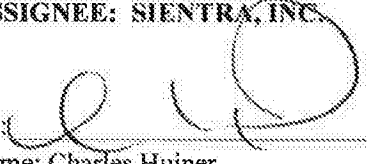

Sherry Varner

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed by its duly authorized officer, all as of the date and year first above written.

ASSIGNOR:
SPECIALTY SURGICAL PRODUCTS, INC.

By: _____
Name: T. Jan Varner
Title: President

ASSIGNEE: SIENRA, INC.

By:  _____
Name: Charles Huiner
Title: Chief Operating Officer

T. Jan Varner

Sherry Varner

Schedule A

| Mark | Country | Application No. | Filing Date | Reg. No. | Goods/Service | Ownership | Products |
|------------|---------|-----------------|-------------|--------------|---------------|-----------|----------|
| ALLOX® | USA | NA | 03.01.16 | 4,908,557 | Goods | SSP, Inc. | |
| ALLOX2® | USA | NA | 03.01.16 | 4,908,558 | Goods | SSP, Inc. | |
| DERMASPAN™ | | | | unregistered | | SSP, Inc. | |
| SOFTSPAN™ | | | | unregistered | | SSP, Inc. | |

- Website: www.allox2.com
- Patent Application: Systems, Methods and Devices for Subcutaneous Target Location (a.k.a. Magnetic Finder), including without limitation the provisional patent application and all intellectual property, know-how, and trade secret related to the foregoing.
- Patent License, dated November 19, 2012, as amended March 11, 2013, by and between William McClelland, M.D. and Specialty Surgical Products, Inc.