

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530064

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIENTRA, INC.		07/01/2019	Corporation: DELAWARE
MIRADRY HOLDINGS, INC.		07/01/2019	Corporation: DELAWARE
MIRADRY, INC.		07/01/2019	Corporation: DELAWARE
MIRADRY INTERNATIONAL, INC.		07/01/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MIDCAP FINANCIAL TRUST, as agent
<b>Street Address:</b>	7255 WOODMONT AVE
<b>Internal Address:</b>	#200
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Statutory Trust: DELAWARE

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5726993	BIOTIP
Registration Number:	3998952	MIRADRY
Registration Number:	4358050	MIRADRY
Registration Number:	3998953	MIRADRY
Registration Number:	4358051	MIRADRY
Registration Number:	5096600	MIRASMOOTH
Registration Number:	4392548	MIRAWAVE
Registration Number:	4144202	
Registration Number:	3755299	MIRAMAR LABS
Registration Number:	5623415	OPUS
Registration Number:	4158389	ACX
Registration Number:	4908557	ALLOX
Registration Number:	4908558	ALLOX2
Registration Number:	4158390	ANATOMICAL CONTROLLED
Registration Number:	3495461	BIOCORNEUM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3681518	SIENTRA
Registration Number:	4187423	SIENTRA SIMPLICITY IS BEAUTY
Registration Number:	5740235	SILISHIELD
Registration Number:	4187422	SIMPLICITY IS BEAUTY
Serial Number:	87400040	OPUS

**CORRESPONDENCE DATA**

**Fax Number:** 7036106200  
**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:** 7036106100  
**Email:** valerie.brennan@hoganlovells.com, boxip@hoganlovells.com, leilani.legaspi@hoganlovells.com  
**Correspondent Name:** VALERIE BRENNAN, HOGAN LOVELLS US LLP  
**Address Line 1:** 8350 Broad St.  
**Address Line 2:** 17TH FLOOR  
**Address Line 4:** TYSONS, VIRGINIA 22102

<b>ATTORNEY DOCKET NUMBER:</b>	036639.000049
<b>NAME OF SUBMITTER:</b>	VALERIE BRENNAN
<b>SIGNATURE:</b>	/vb/
<b>DATE SIGNED:</b>	07/01/2019

**Total Attachments: 21**  
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**REAFFIRMATION AGREEMENT AND OMNIBUS JOINDER AND AMENDMENT**

This **REAFFIRMATION AGREEMENT AND OMNIBUS JOINDER AND AMENDMENT** (this "**Agreement**") is made as of this 1<sup>st</sup> day of July, 2019, by and among **SIENTRA, INC.**, a Delaware corporation ("**Sientra**"), **MIRADRY HOLDINGS, INC.**, a Delaware corporation (formerly known as Miramar Labs, Inc.) ("**Miradry Holdings**"), **MIRADRY, INC.**, a Delaware corporation (formerly known as Miramar Technologies, Inc.) ("**Miradry**" and together with Sientra and Miradry Holdings, collectively, the "**Original Borrowers**" and each, an "**Original Borrowers**"), **MIRADRY INTERNATIONAL, INC.**, a Delaware corporation ("**Miradry International**" and together with the Original Borrowers, collectively, the "**Obligors**" and each, an "**Obligor**") and **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as agent (in such capacity, together with its successors and permitted assigns, "**Agent**") for the Lenders party to the Amended and Restated Credit Agreement (defined below) and acknowledged and agreed to by the Issuers set forth on the signature pages hereto. All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Amended and Restated Credit Agreement.

WITNESSETH:

A. The Original Borrowers, Agent and the Lenders party thereto have entered into that certain Credit and Security Agreement (Term Loan), dated as of July 25, 2017 (as amended by that certain Amendment No. 1 to Credit and Security Agreement (Term Loan), dated as of April 18, 2018 and that certain Amendment No. 2 to Credit and Security Agreement (Term Loan), dated as of October 29, 2018 and as further amended, supplemented, or otherwise modified from time to time prior to the date hereof, the "**Existing Credit Agreement**"), pursuant to which the Lenders party thereto made loans and other financial accommodations to the Borrowers (as defined in the Existing Credit Agreement), subject to the terms and conditions set forth therein.

B. In connection with the Existing Credit Agreement, the Original Borrowers have previously reviewed, consented to and, if applicable, executed various agreements, documents and instruments in connection with the Existing Credit Agreement, including, without limitation, all Financing Documents (excluding the Existing Credit Agreement, the Notes and any separate fee letters) in effect immediately prior to giving effect to the Closing Date (collectively, the "**Existing Financing Documents**").

C. The Obligors, Agent and the Lenders party thereto have agreed to amend and restate the Existing Credit Agreement in its entirety, without constituting a novation, pursuant to that certain Amended and Restated Credit and Security Agreement (Term Loan) of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**") by and among the Obligors, Agent and the Lenders party thereto.

E. In connection with the amendment and restatement of the Existing Credit Agreement, Miradry International will join the Amended and Restated Credit Agreement as a Borrower and the Obligors have requested that Agent and the Lenders amend (i) the Pledge Agreement (defined below) to join Miradry International as a party thereto as a Pledgor and an Issuer, (ii) the IPISA (defined below) to join Miradry International as a party thereto as a Grantor, and (iii) the other applicable Financing Documents, in each case, on and subject to the terms hereof.

F. Each Obligor shall derive both direct and indirect benefits from the loans and other financial accommodations made pursuant to the provisions of the Amended and Restated Credit Agreement.

G. One of the conditions precedent to Agent and the Lenders entering into the Amended and Restated Credit Agreement is that each Obligor execute and deliver this Agreement, among other things, to acknowledge and agree that the Existing Financing Documents, and the liens, security interests granted and issued thereunder, secure the Obligations and to join Miradry International as a party to the Pledge Agreement and the IPSA.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, each of the undersigned hereby agrees as follows:

1. References Contained in the Existing Financing Documents. All references in the Existing Financing Documents to the “Obligations” to Agent and the Lenders shall be deemed to refer to, without limitation, the “Obligations” of the Obligors under, pursuant to and as defined in the Amended and Restated Credit Agreement. All references in the Existing Financing Documents to the “Credit Agreement” shall be deemed to refer to the Amended and Restated Credit Agreement. All references in the Existing Financing Documents to the “Lenders” (or words of similar import) shall be deemed to refer to the Lenders under the Amended and Restated Credit Agreement.

2. Reaffirmation.

a. In connection with the execution and delivery of the Amended and Restated Credit Agreement, each Obligor, as borrower, debtor, grantor, pledgor or assignor, as applicable, or in any other similar capacities in which such Person grants Liens or security interests in its property, as the case may be, in any case under the Existing Financing Documents, including without limitation each document to which such Obligor is a party thereto set forth on Schedule A hereto, hereby (i) ratifies and reaffirms all of its payment, performance and observance obligations and liabilities, whether contingent or otherwise, under each of such Existing Financing Documents, as amended hereby, to which it is a party, and (ii) to the extent such Obligor granted Liens on or security interests in any of its property pursuant to any such Existing Financing Documents as security for the Obligations, ratifies and reaffirms such grant of security and confirms and agrees that such Liens and security interests hereafter secure all of the Obligations of such Person and the other Obligors, as applicable, under the Existing Financing Documents, as amended hereby, in each case including, without limitation, all obligations, indebtedness and liabilities resulting from the Amended and Restated Credit Agreement, and as if each reference in such Existing Financing Documents, as amended hereby, to the obligations, indebtedness and liabilities secured thereby are construed hereafter to mean and refer to such obligations, indebtedness and liabilities under the Amended and Restated Credit Agreement and the other Financing Documents, including, without limitation, the Existing Financing Documents, as amended hereby.

b. Each Obligor acknowledges receipt of a copy of the Amended and Restated Credit Agreement and the Financing Documents executed and delivered in connection therewith and acknowledges that each of the Existing Financing Documents, as amended hereby, remains in full force and effect and hereby is ratified and confirmed. The execution and delivery of this Agreement, and the performance of the Obligors’ obligations hereunder, shall not (i) operate as a waiver of any right, power or remedy of Agent or the Lenders, (ii) constitute a waiver of any provision of any of the Existing Financing Documents, or (iii) constitute a novation of any of the Obligations under the Existing Credit Agreement or the Financing Documents (including, without limitation, the Existing Financing Documents). Each Obligor agrees that this Agreement constitutes a “Financing Document” under the Amended and Restated Credit Agreement.

3. Joinder.

a. Miradry International hereby joins in, adopts and becomes (i) a Pledgor (as defined in the Pledge Agreement) and an Issuer (as defined in the Pledge Agreement) under the Pledge Agreement, (ii) a Grantor (as defined in the IPISA) under the IPISA, and (iii) party to the other Financing Documents applicable to it as a Borrower. Each party hereto agrees that all references to "Borrower" or "Borrowers" contained in the Financing Documents are hereby deemed for all purposes to also refer to and include Miradry International as a Borrower, and Miradry International hereby agrees to comply with all of the terms and conditions of the Financing Documents as if such Miradry International was an original signatory thereto.

b. Without limiting the generality of the provisions of subparagraph (a) above, each party agrees that the "Pledged Collateral" (as defined in the Pledge Agreement) owned by Miradry International as of the date hereof and listed in Schedule I shall be and become a part of the Pledged Collateral referred to in Pledge Agreement and shall secure all Obligations referred to and in accordance with said Pledge Agreement.

c. miraDry International Sweden AB, a Swedish limited company ("**Miradry Sweden**") hereby joins in, adopts and becomes an Issuer (as defined in the Pledge Agreement) under the Pledge Agreement. Each party hereto agrees that all references to "Issuer" or "Issuers" contained in the Financing Documents are hereby deemed for all purposes to also refer to and include Miradry Sweden as an Issuer, and Miradry Sweden hereby agrees to comply with all of the terms and conditions of the Financing Documents as if Miradry Sweden was an original signatory thereto as an Issuer.

4. Representations and Warranties and Amendments to the Pledge Agreement Schedules and the Intellectual Property Security Agreement Exhibits.

a. Each Obligor hereby confirms to Agent that the representations and warranties set forth in the Existing Financing Documents, as amended by this Agreement, made by such Obligor are true and correct in all material respects on and as of the date hereof as if such representation or warranty were made on and as of the date hereof; provided, however, that (A) such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof and (B) those representations and warranties expressly referring to a specific date shall be true, correct and complete in all material respects as of such date. Each Obligor hereby represents and warrants to Agent that: (i) such Person has the power and is duly authorized to enter into, deliver and perform this Agreement; (ii) upon the execution and delivery hereof, this Agreement shall be valid, binding and enforceable upon such Person in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally); (iii) Agent has and shall continue to have, to the extent required by the Amended and Restated Credit Agreement, valid, enforceable and perfected first-priority liens, subject to Permitted Liens, on and security interests in the Collateral and all other collateral heretofore granted by the Obligors to Agent, for the benefit of Agent and each Lender, pursuant to the Financing Documents, the Existing Financing Documents or otherwise granted to or held by Agent, for the benefit of Agent and each Lender and (iv) no Default or Event of Default has occurred and is continuing. Obligors hereby represent and warrant that all of the certificates, if any, evidencing the Pledged Collateral of the Obligors have been delivered to Agent, other than the certificate evidencing the equity interest of Miramar Labs HK and Miradry Sweden.

b. In connection herewith, the parties hereto desire to amend and restate the schedules to that certain Pledge Agreement, dated as of July 25, 2017 (as the same has been amended, restated, supplemented or otherwise modified, the “**Pledge Agreement**”) among Obligors and Agent in their entirety without constituting a novation. Each Obligor hereby represents and warrants to Agent, for the benefit of the Lenders, that such exhibits attached hereto as Schedule I and Schedule II accurately and completely set forth the information required pursuant to the Pledge Agreement as of the date hereof, and, notwithstanding anything to the contrary set forth herein, references in the Pledge Agreement to information in the schedules being “as of the Closing Date” (or words of similar import) shall mean as of the date hereof. Delivery of such disclosures shall not relieve or otherwise constitute a waiver by Agent or any Lender or a cure of any Default or Event of Default under the Existing Credit Agreement resulting in connection with the matters disclosed or a breach of the underlying covenant, representation or warranty (regardless of such disclosure).

c. In connection herewith, the parties hereto desire to amend Section 5(f) of the Pledge Agreement to add “and Miradry Sweden” before the semicolon at the end thereof.

d. In connection herewith, the parties hereto desire to amend and restate the exhibits to that certain Intellectual Property Security Agreement (Term Loan), dated as of July 25, 2017 (as the same has been amended, restated, supplemented or otherwise modified, the “**IPSA**”) among Obligors and Agent in their entirety without constituting a novation. Each Obligor hereby represents and warrants to Agent, for the benefit of the Lenders, that such exhibits attached hereto as Exhibit A, Exhibit B and Exhibit C accurately and completely set forth the information required pursuant to the IPSA as of the date hereof, and, notwithstanding anything to the contrary set forth herein, references in the IPSA to information in the exhibits being “as of the Closing Date” (or words of similar import) shall mean as of the date hereof. Delivery of such disclosures shall not relieve or otherwise constitute a waiver by Agent or any Lender or a cure of any Default or Event of Default under the Existing Credit Agreement resulting in connection with the matters disclosed or a breach of the underlying covenant, representation or warranty (regardless of such disclosure).

5. No Further Amendments; Ratification of Liability; Effect. Except as amended hereby, each of the Existing Financing Documents shall remain in full force and effect in accordance with their respective terms. Each Obligor hereby ratifies and confirms its liabilities, obligations and agreements under the Existing Financing Documents, all as amended by this Agreement, and acknowledges that (i) the Obligors, to the best of their knowledge, have no defenses, claims or set-offs to the enforcement by Agent of such liabilities, obligations and agreements, (ii) Agent and the Lenders have fully performed all obligations to such Persons which Agent and the Lenders may have had or have on and as of the date hereof and (iii) neither Agent nor any of the Lenders waives, diminishes or limits any term, condition or covenant contained in the Existing Financing Documents.

6. Successors and Assigns. This Agreement shall be binding upon each Obligor and its successors and assigns and shall inure to the benefit of Agent and the Lenders and their respective successors and assigns; all references herein to the Obligors shall be deemed to include their respective successors and assigns. The successors and assigns of such Persons shall include, without limitation, their respective receivers, trustees or debtors-in-possession.

7. Further Assurances. Each Obligor hereby agrees from time to time, as and when reasonably requested by Agent, to execute and deliver or cause to be executed and delivered (or otherwise authorized), all such documents, instruments and agreements, including, without limitation, any UCC financing statements (including, without limitation, any initial financing statements or in lieu financing

statements), and to take or cause to be taken such further or other action as Agent may reasonably deem necessary in order to carry out the intent and purposes of this Agreement, the Amended and Restated Credit Agreement and the other Financing Documents, in each case as amended hereby.

8. Definitions. All references to the singular shall be deemed to include the plural and vice versa where the context so requires.

9. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. Waiver of Jury Trial. EACH OBLIGOR AND AGENT HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH OBLIGOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OBLIGOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

11. Indemnification. Each Obligor acknowledges its indemnification obligations pursuant to Section 11.6 of the Amended and Restated Credit Agreement.

12. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, representations and understandings, if any, relating to the subject matter thereof.

14. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

15. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

16. Release. In consideration of the agreements of Agent contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Obligor, on behalf of itself and each of its Affiliates and Subsidiaries and each of their respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender and their respective successors and

assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lenders and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a “**Claim**” and collectively, “**Claims**”) of every name and nature, both at law and in equity, which such Obligor or any of its successors, assigns, or other legal representatives may own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time prior to the effectiveness hereof, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Credit Agreement or any of the other Financing Documents or transactions thereunder or related thereto (except with respect to any Claim resulting from the gross negligence or willful misconduct of such Releasee, as determined by a final non-appealable judgment of a court of competent jurisdiction). Each Obligor understands, acknowledges and agrees that its release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

[Remainder of page intentionally left blank; signature pages follow]



IN WITNESS WHEREOF, this Agreement has been duly executed by each of the undersigned as of the day and year first set forth above.

**OBLIGORS:**

**SIENTRA, INC.**

By: Paul Little (SEAL)

Name: Paul Little

Title: Chief Financial Officer, Senior Vice  
President and Treasurer

**MIRADRY HOLDINGS, INC.**

By: Paul Little (SEAL)

Name: Paul Little

Title: Chief Financial Officer, Senior Vice  
President and Treasurer

**MIRADRY, INC.**

By: Paul Little (SEAL)

Name: Paul Little

Title: Chief Financial Officer, Senior Vice  
President and Treasurer

MIRADRY INTERNATIONAL, INC.

By: Paul L. (SEAL)

Name: Paul Little

Title: Chief Financial Officer, Senior Vice  
President and Treasurer

**ACKNOWLEDGED AND AGREED:**

**MIRADRY HOLDINGS, INC.,**  
as an Issuer

By: Paul L. (SEAL)

Name: Paul Little  
Title: Chief Financial Officer, Senior Vice  
President and Treasurer

**MIRADRY, INC.,**  
as an Issuer

By: Paul L. (SEAL)

Name: Paul Little  
Title: Chief Financial Officer, Senior Vice  
President and Treasurer

**MIRADRY INTERNATIONAL, INC.**  
as an Issuer

By: Paul L. (SEAL)

Name: Paul Little  
Title: Chief Financial Officer, Senior Vice  
President and Treasurer

**MIRADRY LABS HK LTD**  
as an Issuer

By: Paul L. (SEAL)

Name: Paul Little  
Title: Chief Financial Officer, Senior Vice  
President and Treasurer

**MIRADRY INTERNATIONAL SWEDEN AB**  
as an Issuer

By: Paul L. (SEAL)

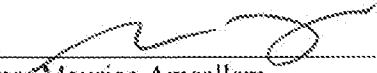
Name: Paul Little  
Title: Chief Financial Officer, Senior Vice  
President and Treasurer

**AGENT:**

**MIDCAP FINANCIAL TRUST, as Agent**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:  (SEAL)  
Name: Maurice Amsellem  
Title: Authorized Signatory

## **SCHEDULE A**

1. Pledge Agreement (Term Loan), dated as of July 25, 2017, by and among Obligors, as Pledgors, and Miradry Holdings and Miradry, as Issuers, and Agent, as amended, restated, supplemented or otherwise modified from time to time.
2. Intellectual Property Security Agreement (Term Loan), dated as of July 25, 2017, by and among the Obligors and Agent, as amended, restated, supplemented or otherwise modified from time to time.

**SCHEDULE I**

**PLEDGED COLLATERAL**

**Name of Pledgor:** Sientra, Inc.

**Issuer Name:** miraDry Holdings, Inc.

**Type of Entity of Issuer:** corporation

**Jurisdiction of Organization of Issuer:** Delaware

**Organizational ID No. of Issuer:** 6062349

**Tax ID No. of Issuer:** 80-0884221

**Class of Interests in Issuer:** Common Stock

**Equity Interest Certificate No.:** N/A

**Number of Units:** N/A

**Percentage of Outstanding Equity Interest:** 100%

\* \* \*

**Name of Pledgor:** miraDry Holdings, Inc.

**Issuer Name:** miraDry Inc., Inc.

**Type of Entity of Issuer:** corporation

**Jurisdiction of Organization of Issuer:** Delaware

**Organizational ID No. of Issuer:** 4137197

**Tax ID No. of Issuer:** 20-4641202

**Class of Interests in Issuer:** Common Stock

**Equity Interest Certificate No.:** CS-002

**Number of Units:** 100

**Percentage of Outstanding Equity Interest:** 100%

**Name of Pledgor:** miraDry Inc., Inc.

**Issuer Name:** Miramar Labs HK Ltd.

**Type of Entity of Issuer:** Limited company

**Jurisdiction of Organization of Issuer:** Hong Kong

**Organizational ID No. of Issuer:** N/A

**Tax ID No. of Issuer:** N/A

**Class of Interests in Issuer:** Ordinary Common

**Equity Interest Certificate No.:** 1

**Number of Units:** 1

**Percentage of Outstanding Equity Interest:** 100% (65% pledged)

\*\*\*

**Name of Pledgor:** miraDry Inc., Inc.

**Issuer Name:** MiraDry International, Inc.

**Type of Entity of Issuer:** Corporation

**Jurisdiction of Organization of Issuer:** Delaware

**Organizational ID No. of Issuer:** 6869411

**Tax ID No. of Issuer:** 35-2633363

**Class of Interests in Issuer:** Ordinary Common

**Equity Interest Certificate No.:** CS-01

**Number of Units:** 1000

**Percentage of Outstanding Equity Interest:** 100% (65% pledged)

\*\*\*

**Name of Pledgor:** miraDry Inc., Inc.

**Issuer Name:** Miramar Labs HK Ltd.

**Type of Entity of Issuer:** Limited company

**Jurisdiction of Organization of Issuer:** Hong Kong

**Organizational ID No. of Issuer:** N/A

**Tax ID No. of Issuer:** N/A

**Class of Interests in Issuer:** Ordinary Common

**Equity Interest Certificate No.:** 1

**Number of Units:** 1

**Percentage of Outstanding Equity Interest:** 100% (65% pledged)

\*\*\*

**Name of Pledgor:** miraDry Inc., Inc.

**Issuer Name:** miraDry International Sweden AB

**Type of Entity of Issuer:** Limited company

**Jurisdiction of Organization of Issuer:** Swede

**Organizational ID No. of Issuer:** N/A

**Tax ID No. of Issuer:** N/A

**Class of Interests in Issuer:** Ordinary Common

**Equity Interest Certificate No.:** 1

**Number of Units:** 1

**Percentage of Outstanding Equity Interest:** 100% (65% pledged)



**SCHEDULE II**

**PLEDGOR INFORMATION**

**Name of Pledgor:** Sientra, Inc.

**Type of Entity of Pledgor:** corporation

**Jurisdiction of Organization of Pledgor:** Delaware

**Organizational ID No. of Pledgor:** 3698337

**Tax ID No. of Pledgor:** 20-5551000

\*\*\*

**Name of Pledgor:** miraDry Holdings, Inc.

**Type of Entity of Pledgor:** corporation

**Jurisdiction of Organization of Pledgor:** Delaware

**Organizational ID No. of Pledgor:** 6062349

**Tax ID No. of Pledgor:** 20-4641202

\*\*\*

**Name of Pledgor:** miraDry, Inc.

**Type of Entity of Pledgor:** corporation

**Jurisdiction of Organization of Pledgor:** Delaware

**Organizational ID No. of Pledgor:** 4137197

**Tax ID No. of Pledgor:** 20-4641202

\*\*\*

**Name of Pledgor:** MiraDry International, Inc.

**Type of Entity of Pledgor:** corporation

**Jurisdiction of Organization of Pledgor:** Delaware

**Organizational ID No. of Pledgor:** 6869411

**Tax ID No. of Pledgor:** 35-2633363

**EXHIBIT A**

Copyrights

None.

**EXHIBIT B**

Patents

**miraDry, Inc.**

SG Dkt No.	MI Ref.	Status	App. No.	App. Date	Publication No.	Pub. Date	Patent No.	Issue Date
12121-700.200	022USU1	Issued	13/563,656	7/31/2012	US-2013-0035680-A1	2/7/2013	9,314,301	4/19/2016
12121-700.300	022USC1	Issued	13/677,633	11/15/2012	US-2013-0072925-A1	3/21/2013	8,469,951	6/25/2013
12121-700.301	022USC2	Issued	13/677,648	11/15/2012	US-2013-0072930-A1	3/21/2013	8,535,302	9/17/2013
12121-700.302	022USC3	Issued	14/017,070	9/3/2013	US-2014-0005645-A1	1/2/2014	9,028,477	5/12/2015
12121-700.400	022USUD 1	Allowed	15/090,273	4/4/2016	US-2016-0213426-A1	7/28/2016		
12121-701.200	010USU1	Issued	12/107,025	4/21/2008	US-2008-0269851-A1	10/30/2008	9,427,285	8/30/2016
12121-701.300	010USC1	Issued	13/246,341	9/27/2011	US-2012-0010609-A1	1/12/2012	8,401,668	3/19/2013
12121-701.305	010USC3	Issued	15/252,109	8/30/2016	US-2017-0156794-A1	6/8/2017	10,166,072	1/1/2019
12121-701.US2	007USU1	Issued	12/450,859	10/16/2009	US-2010-0049178-A1	2/25/2010	9,149,331	10/6/2015
12121-702.300	017USV1	Issued	09/474,969	12/29/1999			6,334,074	12/25/2001
12121-702.301	017USC2	Issued	13/280,032	10/24/2011	US-2012-0041432-A1	2/16/2012	8,367,959	2/5/2013
12121-702.303	017USC4	Issued	14/471,833	8/28/2014	US-2014-0378959-A1	12/25/2014	9,216,058	12/22/2015
12121-702.400	017USD1	Issued	09/637,923	8/14/2000			8,073,550	12/6/2011
12121-703.300	012USC1	Issued	13/246,820	9/27/2011	US-2012-0022622-A1	1/26/2011	8,406,894	3/26/2013
12121-703.301	012USC2	Issued	13/772,238	2/20/2013	US-2013-0166003	6/27/2013	8,825,176	9/2/2014
12121-703.US0	012USU1	Issued	12/747,538	6/11/2010	US-2010-0268220-A1	10/21/2010	8,688,228	4/1/2014
12121-704.US0	014USU1	Issued	12/988,165	10/15/2010	US-2011-0040299-A1	2/17/2011	9,241,763	1/26/2016
12121-800.200	021USX1	Issued	29/398,489	8/1/2011			D713,537	9/16/2014
12121-801.200	018USX1	Issued	29/348,384	12/28/2009			D636,087	4/12/2011
12121-802.200	019USX1	Issued	29/348,385	12/28/2009			D636,088	4/12/2011
12121-803.200	020USX1	Issued	29/348,386	12/28/2009			D636,054	4/12/2011
<b>21 US Patents Granted/Allowed</b>								
12121-701.301	009USC1	Published	15/288,949	10/7/2016	US-2017-0245929-A1	8/31/2017		
12121-701.306	008USC1	Pending	15/406,496	1/13/2017	US-2017-0340384-A1	11/30/2017		

12121-701.308		Published	161237,494	12/31/2018	US-2019-0133684-A1	5/9/2019		
12121-703.302	012USC3	Pending	15/667,461	8/2/2017	US-2018-0199994-A1	7/19/2018		
12121-704.300	014USU1	Pending	15/005,892	1/25/2016	US-2016-0135888-A1	5/19/2016		
12121-708.US0	025USU1	Pending	14/907,145	1/22/2016	US-2016-0157934-A1	6/9/2016		
<b>6 US Patents Pending/Published</b>								

Additional MiraDry, Inc. Patents/Applications

	Country	Status	App. No.	App. Date	Publication No.	Pub. Date	Patent No.	Issue Date
	US	Pending	16444831					

Grantor

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Sientra, Inc.

SYSTEMS, METHODS AND DEVICES FOR  
SUBCUTANEOUS TARGET LOCATION

15/339,657

October 31, 2016

Sientra, Inc.

IMPLANT  
METHOD

DELIVERY

SYSTEM

AND

65/695,540

July 9, 2018

EXHIBIT C

Trademarks

TITLE	TRADEMARK K CLASS CODE LIST	COUNTRY	FILING DATE	SERIAL NUMBER	STATUS	REGISTRATI ON DATE	REGISTRATI ON NUMBER	REGISTRANT
BIOTIP	10	United States of America	Sep 4, 2018	88103481	Registered	Apr 16, 2019	5726993	Miradry, Inc.
MIRADRY	10	United States of America	Dec 4, 2009	77886273	Registered	Jul 19, 2011	3998952	Miradry, Inc.
MIRADRY	44	United States of America	Nov 7, 2012	85773803	Registered	Jun 25, 2013	4358050	Miradry, Inc.
MIRADRY & Design	10	United States of America	Dec 4, 2009	77886437	Registered	Jul 19, 2011	3998953	Miradry, Inc.
MIRADRY & Design	44	United States of America	Nov 7, 2012	85774022	Registered	Jun 25, 2013	4358051	Miradry, Inc.
MIRASMOOTH	10	United States of America	Aug 6, 2015	86716924	Registered	Dec 6, 2016	5096600	Miradry, Inc.
MIRAWAVE	10	United States of America	Nov 17, 2009	77874719	Registered	Aug 27, 2013	4392548	Miradry, Inc.
Drop Design	10	United States of America	Jun 2, 2011	85336813	Registered	May 15, 2012	4144202	Miradry, Inc.
MIRAMAR LABS	10	United States	March 6, 2008	77415589	Registered	March 2, 2010	3755299	Miramarr Labs, Inc. (Delaware

TRADEMARK

REEL: 006683 FRAME: 0450

		(Federal)								Corp.)
OPUS	10	United States of America	12/04/2018	87400040	Registered	12/04/2018	5623415			Miradry, Inc.

MARK	COUNTRY	STATUS	APP. NO.	FILING DATE	REG. NO.	REG. DATE	CLASS; GOODS/SERVICES
ACX	USA	Registered	85/106,496	8/12/2010	4,158,389	6/12/2012	10: Surgical implants comprising artificial materials; medical devices, namely, tissue expanders
ALLOX	USA	Registered	86/706,859	7/28/2015	4,908,557	3/11/2016	10: Medical Devices, Namely, Breast Tissue Expanders and Parts and Components Therefor
ALLOX2	USA	Registered	86/706,861	7/28/2015	4,908,558	3/11/2016	10: Medical Devices, Namely, Breast Tissue Expanders and Parts and Components Therefor
ANATOMICAL CONTROLLED	USA	Registered	85/106,414	8/12/2010	4,158,390	6/12/2012	10: Surgical implants comprising artificial materials; medical devices, namely, tissue expanders
BIOCORNEUM	USA	Registered	77/381,659	1/28/2008	3,495,461	9/21/2008	5: Topical gel containing silicone for medical and therapeutic treatment of scars and damaged skin

OPUS	USA	Allowed	87/400,040	4/5/2017			10: Surgical implants comprising artificial materials; medical devices, namely, breast implants and tissue expanders
SENTRA	USA	Registered	78/670,054	7/13/2005	3,681,518	9/8/2009	10: Surgical implants comprising artificial materials

MARK	COUNTRY	STATUS	APP. NO.	FILING DATE	REG. NO.	REG. DATE	CLASS; GOODS/SERVICES
SENTRA SIMPLICITY IS BEAUTY	USA	Registered	85/168,094	11/3/2010	4,187,423	8/7/2012	10: Surgical implants comprised of artificial materials

SILISHIELD	USA	Registered	87/262,723	12/8/2016	5,740,235	4/30/2019	5: Silicone sold as an ingredient of scar treatment gel
SIMPLICITY IS BEAUTY	USA	Registered	85/168,031	11/3/2010	4,187,422	8/7/2012	10: Surgical implants comprised of artificial materials