

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sound Surgical Technologies LLC		04/29/2011	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive, HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2441470	VASER
Registration Number:	2636287	SCIENCE TO SURGERY
Registration Number:	3000098	LIPOSELECTION
Registration Number:	3113453	VENTX
Registration Number:	3687904	VASER HI DEF
Registration Number:	3687903	VASER HI DEF
Registration Number:	3629154	THE TOOL BEHIND THE TALENT
Registration Number:	3625077	VASER LIPO
Registration Number:	3625085	VASER LIPO
Registration Number:	3625076	SOUND SURGICAL
Serial Number:	85121320	VASER IT
Serial Number:	85121336	POWERX
Serial Number:	85121345	TOUCHVIEW

CH \$340.00 2441470

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Co.- J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	736020-10
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/02/2011

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 29, 2011 by and between **SILICON VALLEY BANK** ("Bank") and **SOUND SURGICAL TECHNOLOGIES LLC** ("Grantor").

RECITALS

A. Bank has 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 between Bank and Grantor dated as of the date hereof (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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:

Sound Surgical Technologies LLC
357 McCaslin Blvd., Suite 100
Louisville, Colorado 80027
Attn: Daniel S. Goldberger
Fax: (720) 240-2918
Email: dgoldberger@soundsurgical.com

**SOUND SURGICAL
TECHNOLOGIES LLC**

By: 
Name: Daniel S. Goldberger
Title: Chief Executive Officer & Manager

BANK:

Address of Bank:

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Mr. Thomas Hertzberg
Fax: (303) 469-4934
Email: thertzberg@svb.com

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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:

SOUND SURGICAL TECHNOLOGIES LLC

Sound Surgical Technologies LLC
357 McCaslin Blvd., Suite 100
Louisville, Colorado 80027
Attn: Daniel S. Goldberger
Fax: (720) 240-2918
Email: dgoldberger@soundsurgical.com

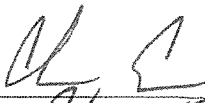
By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Mr. Thomas Hertzberg
Fax: (303) 469-4934
Email: thertzberg@svb.com

By:  _____
Name: Chris Eganis
Title: Relationship Manager

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 004532 FRAME: 0452

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None registered.

EXHIBIT B

Patents

Issued United States Patents:

<u>"Title" or Description</u>	<u>Patent or Application. No</u>
1. "Pulsed Ultrasonic Device and Method."	U.S. Patent No. <u>6,027,515</u> issued on February 22, 2000, based on application S.N. 09/260,297 filed on March 2, 1999.
2. "Vented Aspirator and Method."	U.S. Patent No. <u>6,129,701</u> issued on October 10, 2000, based on application S.N. 09/196,042 filed on November 19, 1998.
3. "Protective Sheath and Method for Ultrasonic Probes."	U.S. Patent No. <u>6,224,565</u> issued on May 1, 2001, based on application S.N. 09/191,807 filed on November 13, 1998.
4. "Transdermal Ultrasonic Device and Method."	U.S. Patent No. <u>6,350,245</u> issued on February 26, 2002, based on application S.N. 09/219,216 filed on December 22, 1998.
5. "Ultrasonic Probe and Method for Improved fragmentation."	U.S. Patent No. <u>6,368,299</u> issued on April 9, 2002, based on application S.N. 09/169,393 filed on October 9, 1998.
6. "Lipoplasty Method."	U.S. Patent No. <u>6,379,326</u> issued on April 30, 2002, based on application S.N. 09/412,489 filed on October 5, 1999. It is a continuation-in-part from the application(s) resulting in U.S. Patent No. 6,129,701, i.e., "Vented Aspirator and Method."
7. "Pulsed Ultrasonic Device and Method."	U.S. Patent No. <u>6,391,042</u> issued on May 21, 2002, based on application S.N. 09/476,879 filed on January 4, 2000. It is a continuation from the application(s) resulting in U.S. Patent No. 6,027,515 with the same title.

8. "Vented Aspirator and Method."	U.S. Patent No. <u>6,540,713</u> issued on April 1, 2003, based on application S.N. 09/588,829 filed on June 7, 2000. It is a continuation-in-part from the application(s) resulting in U.S. Patent No 6,129,701 with the same title.
9. "Ultrasonic Cutting and Coagulation Knife using Transverse Vibrations."	U.S. Patent No. <u>6,585,745</u> issued on July 1, 2003, based on application S.N. 09/776,007 filed on February 2, 2001.
10. "Surgical Aspiration Device Employing Continuous Precise Venting."	U.S. Patent No. <u>6,716,194</u> issued on April 6, 2004, based on application S.N. 10/138,403 filed on May 3, 2002. Claims the benefit of provisional patent application S.N. 60/289,032, filed May 4, 2001
11. "Pulsed Ultrasonic Device and Method."	U.S. Patent No. <u>6,726,698</u> , issued on April 27, 2004, based on application S.N. 10/027,855 filed on December 21, 2001. It is a continuation-in-part from the application(s) resulting in U.S. Patent No. 6,391,042, which is a continuation from the application(s) resulting in U.S. Patent No. 6,027,515 all with the same title.
12. "Aspiration Canister."	U.S. Patent No. <u>D539,417</u> , issued on March 27, 2007, based on application S.N. D/205,434 filed on May 14, 2004.
13. "Aspiration Canister."	U.S. Patent No. <u>D548,329</u> , issued on August 7, 2007, based on application S.N. D/275,933 filed on January 10, 2007. A divisional patent from the application resulting in U.S. Patent No. D539,417.
14. "Ultrasonic Device and Method for Tissue Coagulation."	U.S. Patent No. <u>7,361,172</u> issued on April 22, 2008, based on application S.N. 10/455,486 filed on June 4, 2003.

United States Patents Applied For:

1. "Precision Fluid Delivery System and Method for Surgical Procedures."	Full U.S. patent application <u>S.N. 10/600118</u> filed on June 20, 2003.
2. "Therapeutic Procedure With Hand Worn Ultrasound Transducer" (i.e., "TouchView™").	Full U.S. patent application <u>S.N. 12/718,618</u> filed on March 5, 2010 claiming priority from provisional patent application <u>S.N. 61/158,298</u> filed on March 6, 2009.
3. "Selective Lysing of Adipose Cells using Ultrasound."	<u>S.N. 12/941,868</u> , filed on November 8, 2010, claiming priority from provisional patent application <u>S.N. 61/266,867</u> filed on December 4, 2009.
4-. Fragmentation Handpiece.	<u>S.N. 12/965,632</u> filed on December 10, 2010, for "Handpiece for Ultrasonic Medical Devices," and claiming priority from provisional patent application <u>S.N. 61/285508</u> filed on December 10, 2009.
5a, b & c. New VASER® portable console. ("VASER® 2.0").	Three design patent applications <u>S.N. 29/362,151, S.N. 29/362,160, and S.N. 29/362,163</u> filed on May 20, 2010.
6. Ultrasonic Device Dedicated to Harvesting Adipocytes (a/k/a "Integrated Lipo System for ADSCs").	Provisional patent applications Serial No. 61/411,423 filed electronically on November 8, 2010, and S.N. 61/347,378 filed electronically on May 21, 2010.
7. Improved Amplifier Circuit.	Provisional patent application S.N._ 61/366,400 for "Amplifier Circuit With Short Circuit Protection For Use In Ultrasonic Medical Devices" was filed on July 21, 2010 in the USPTO.
8. PowerX™, i.e., power assisted lipoplasty.	Provisional patent application S.N._ 61/387978 for "Power Assisted Lipoplasty" was filed electronically on September 29, 2010 in the USPTO
9. PowerX™ -- Console.	Design patent application S.N._ 29/375932 for "Console for use in Power Assisted Lipoplasty" was filed electronically on September 29, 2010 in the USPTO

10. PowerX™ -- Handpiece.	Design patent application S.N. 29/375936 for “Handpiece for use in Power Assisted Lipoplasty” was filed electronically on September 29, 2010 in the USPTO
11. AFT Canister with filtration.	Provisional patent application S.N. 61445526 for “Canister for Autologous Fat Transfer” was filed electronically on February 22, 2011.
12. Combination Ultrasound and Photo-therapy Transducer.	Patent Application S.N. 12/189,829, filed on August 12, 2008, claiming priority from provisional patent application S.N. 61/033,470, filed March 4, 2008.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Registered U.S. Trademarks & Service Marks</u>		
VASER	2,441,470	04/03/2001
SCIENCE TO SURGERY	2,636,287	10/15/2002
LIPOSELECTION	3,000,098	09/27/2005
VENTX	3,113,453	07/11/2006
VASER HI DEF	3,687,904	09/29/2009
VASER HI DEF	3,687,903	09/29/2009
THE TOOL BEHIND THE TALENT	3,629,154	06/02/2009
VASER LIPO	3,625,077	05/26/2009
VASER LIPO	3,625,085	05/26/2009
SOUND SURGICAL	3,625,076	05/26/2009
<u>U.S. Trademarks & Service Marks Applied For</u>		
VASER IT	85/121320	09/01/2010
POWERX	85/121336	09/01/2010
TOUCHVIEW	85/121345	09/01/2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.