

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capital Royalty Partners II L.P.		01/23/2014	LIMITED PARTNERSHIP: DELAWARE
Capital Royalty Partners II - Parallel Fund "A" L.P.		01/23/2014	LIMITED PARTNERSHIP: DELAWARE
Parallel Investment Opportunities Partners II L.P.		01/23/2014	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Sound Surgical Technologies, LLC
<b>Street Address:</b>	357 McCaslin Blvd.
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Louisville
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80027
<b>Entity Type:</b>	CORPORATION: COLORADO

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	4325692	LIPOHARVESTER
Registration Number:	3000098	LIPOSELECTION
Registration Number:	4225719	ORIGINS
Registration Number:	4007549	POWERX
Registration Number:	2636287	SCIENCE TO SURGERY
Registration Number:	3625076	SOUND SURGICAL
Registration Number:	3629154	THE TOOL BEHIND THE TALENT
Registration Number:	4036170	TOUCHVIEW
Registration Number:	2441470	VASER
Registration Number:	3687904	VASER HI DEF

CH \$440.00 4325692

Registration Number:	3687903	VASER HI DEF
Registration Number:	4007547	VASER IT
Registration Number:	3625085	VASERLIPO
Registration Number:	3625077	VASERLIPO
Registration Number:	3113453	VENTX
Serial Number:	85569249	VASERSHAPE
Serial Number:	85569255	VASERSMOOTH

**CORRESPONDENCE DATA**

Fax Number: 9177777373  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-735-3000  
Email: andrew.patrick@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Aliya Sanders  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	053470/77
NAME OF SUBMITTER:	Aliya Sanders
Signature:	/Aliya Sanders/
Date:	01/27/2014

**Total Attachments: 3**  
source=SST-CR Trademark Release#page1.tif  
source=SST-CR Trademark Release#page2.tif  
source=SST-CR Trademark Release#page3.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of January 23, 2014, is made by CAPITAL ROYALTY PARTNERS II L.P., CAPITAL ROYALTY PARTNERS II – PARALLEL FUND "A" L.P., and PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P. (together, with their successors and assigns, the "Secured Parties"), in favor of SOUND SURGICAL TECHNOLOGIES, LLC (the "Grantor"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement (as defined below).

**WHEREAS**, reference is made to that certain Security Agreement, dated as of November 14, 2013 (as modified from time to time, the "Security Agreement"), among the Grantor, the Secured Parties, and the other parties thereto, with CAPITAL ROYALTY PARTNERS II L.P. acting as Control Agent for the Secured Parties (the "Control Agent");

**WHEREAS**, in connection with the Security Agreement, Grantor entered into that certain Short-Form Trademark Security Agreement, dated as of November 14, 2013 (the "Trademark Security Agreement"), in which the Grantor thereby granted to the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which were thereby incorporated therein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether then owned or at any time thereafter acquired, of the Grantor that were registered with, or for which applications for registration had been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application) (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement); and

**WHEREAS**, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on November 15, 2013, at Reel/Frame No. 5155/0477.

**NOW, THEREFORE**, the Secured Parties hereby release, terminate and discharge, without representation, recourse or warranty whatsoever, all of their security interests in the Trademark Collateral and the Secured Parties hereby reassign any and all such right, title and interest (if any) that the Secured Parties may have in the Trademark Collateral to the Grantor.

The Secured Parties authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

This Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the Secured Parties have executed this Release as of the date first above written.

**CAPITAL ROYALTY PARTNERS II L.P.**

By CAPITAL ROYALTY PARTNERS II GP L.P., its General Partner

By CAPITAL ROYALTY PARTNERS II GP LLC, its General Partner

By Charles W. Tate  
Name: Charles Tate  
Title: Sole Member

**CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" L.P.**

By CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" GP L.P., its General Partner

By CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" GP LLC, its General Partner

By Charles W. Tate  
Name: Charles Tate  
Title: Sole Member

**PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.**

By PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II GP L.P., its General Partner

By PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II GP LLC, its General Partner

By Charles W. Tate  
Name: Charles Tate  
Title: Sole Member

*Trademarks*

Application No.	Filing Date	Registration No.	Grant Date	Mark	Country Name
85/569253	03/14/2012	4325692	04/23/2013	LIPOHARVESTER	United States
76/594677	05/28/2004	3000098	09/27/2005	LIPOSELECTION	United States
85/569245	03/14/2012	4225719	10/16/2012	ORIGINS & Design	United States
85/121336	09/01/2010	4007549	08/02/2011	POWERX	United States
75/950643	03/01/2000	2636287	10/15/2002	SCIENCE TO SURGERY	United States
76/693032	09/22/2008	3625076	05/26/2009	SOUND SURGICAL	United States
76/687768	03/17/2008	3629154	06/02/2009	THE TOOL BEHIND THE TALENT	United States
85/121345	09/01/2010	4036170	10/04/2011	TOUCHVIEW	United States
75/638383	02/18/1999	2441470	04/03/2001	VASER	United States
76/693483	10/10/2008	3687904	09/29/2009	VASER HI DEF	United States
76/693470	10/09/2008	3687903	09/29/2009	VASER HI DEF	United States
85/121320	09/01/2010	4007547	08/02/2011	VASER IT	United States
76/693482	10/10/2008	3625085	05/26/2009	VASERLIPO	United States
76/693033	09/22/2008	3625077	05/26/2009	VASERLIPO	United States
85/569249	03/14/2012			VASERSHAPE	United States
85/569255	03/14/2012			VASERSMOOTH	United States
76/599960	06/30/2004	3113453	07/11/2006	VENTX	United States