

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enaltus, LLC		03/09/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Sientra, Inc.		
Street Address:	420 S Fairview Ave, Suite 200		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93117		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3495461	BIOCORNEUM	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	(310) 883-6427		
Email:	trademarks@cooley.com		
Correspondent Name:	John Paul Oleksiuk, Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	319093-20000		
NAME OF SUBMITTER:	Sheri Corallo		
SIGNATURE:	/Sheri Corallo/		
DATE SIGNED:	03/28/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is entered into as of March 9, 2016, by and between Enaltus LLC, a Florida limited liability company (“*Seller*”), and Sientra, Inc., a Delaware corporation (“*Purchaser*”).

RECITALS

A. Seller and Purchaser are parties to that certain Asset Purchase Agreement dated as of March 9, 2016 (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 used in, necessary for the conduct of, or related to the Business, including all Program IP, Registered IP and the items listed on Schedule 1.1(a) of the Purchase Agreement together with 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 in or pertaining to the Products, or methods or processes used to manufacture the Products, or otherwise relating to or necessary or reasonably useful for the conduct of the Business, in each case that is Controlled by the Seller, together with all of the associated goodwill, that forms part of Purchased Assets, including those set out on attached Assignment 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. 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.

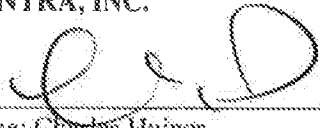
6. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.
7. This Agreement shall be construed 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).

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IN WITNESS WHEREOF, Purchaser and Seller have caused this Intellectual Property Assignment to be duly executed as of the date first above written above.

PURCHASER:

SIENTRA, INC.

By:  _____

Name: Charles Huiner

Title: Chief Operating Officer and SVP of
Corporate Development and Strategy

SELLER:

ENALTUS, LLC

By: _____

Name: Jeff Thompson

Title: Chief Executive Officer

{Signature Page to Intellectual Property Assignment}

TRADEMARK
REEL: 005758 FRAME: 0493

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PURCHASER:

SIENTRA, INC.

By: _____
Name: Charles Huiner
Title: Chief Operating Officer and SVP of
Corporate Development and Strategy

SELLER:

ENALTUS, LLC

By: _____
Name: Jeff Thompson
Title: Chief Executive Officer

Assignment Schedule A

Mark	Country	Application No.	Filing Date	Reg. No.	Goods/ Services	Ownership	Products
BIOCORNEUM	USA	77381659	1/28/08	3495461	5: Topical gel containing silicone for treatment of scars and damaged skin	Owned by Seller	bC+ and bC-HC

biocorneum.com
biocorneum.net
biocorneumplus.com

[Signature Page to Intellectual Property Assignment]