

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
AESTHETIC SCIENCES CORPORATION	03/27/2009

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	185 BERRY STREET
Internal Address:	SUITE 3000
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	12114194
Application Number:	12173084
Application Number:	12187964
Application Number:	12340920
Application Number:	61088133
Application Number:	61139693
PCT Number:	US0723226
PCT Number:	US0872310
PCT Number:	US0872558
PCT Number:	US0887910

CORRESPONDENCE DATA

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (404) 885-3038

OP \$400.00 12114194

500825414

**PATENT
 REEL: 022504 FRAME: 0987**

Email: michael.brignati@troutmansanders.com
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

220763.000874

NAME OF SUBMITTER:

Michael J. Brignati, Ph.D.

Total Attachments: 9

source=Aesthetic_Sciences_Executed_Security_Agreement#page1.tif
source=Aesthetic_Sciences_Executed_Security_Agreement#page2.tif
source=Aesthetic_Sciences_Executed_Security_Agreement#page3.tif
source=Aesthetic_Sciences_Executed_Security_Agreement#page4.tif
source=Aesthetic_Sciences_Executed_Security_Agreement#page5.tif
source=Aesthetic_Sciences_Executed_Security_Agreement#page6.tif
source=Aesthetic_Sciences_Executed_Security_Agreement#page7.tif
source=Aesthetic_Sciences_Executed_Security_Agreement#page8.tif
source=Aesthetic_Sciences_Executed_Security_Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 27, 2009 by and between **SILICON VALLEY BANK** (“**Bank**”) and **AESTHETIC SCIENCES CORPORATION**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has made certain advances of money and extended 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 February 14, 2008 (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).

B. Borrower has requested that Bank amend the Loan Agreement to (i) defer principal payments for a maximum of three (3) months under the Loan Agreement, and (ii) make certain other revisions to the Loan Agreement as more fully set forth in that certain First Amendment to Loan and Security Agreement dated of even date herewith by and between Bank and Grantor, and Bank has agreed to so amend certain provisions of the Loan Agreement on 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.

C. 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:

(a) 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**”);

(b) 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;

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

(d) 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**”);

(e) Any trademark and servicemark 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**”);

(f) 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**”);

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

This Intellectual Property Security Agreement and the security interests created hereunder will terminate immediately at the request of Borrower from and after the IP Release Date, and Bank agrees promptly, upon written notice thereof from Borrower, at Borrower's expense, to file such financing statement amendments, releases with the United States Patent and Trademark Office and United States Copyright Office and other filings and take such other action as are necessary or reasonably requested by Borrower to reflect such termination.

[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:

AESTHETIC SCIENCES CORPORATION

1455 Adams Drive, Suite 1110
Menlo Park, California 94025
Attn: _____

By: _____
Name:
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

185 Berry Street Suite 3000
San Francisco, California 94107
Attn: Jason Hughes

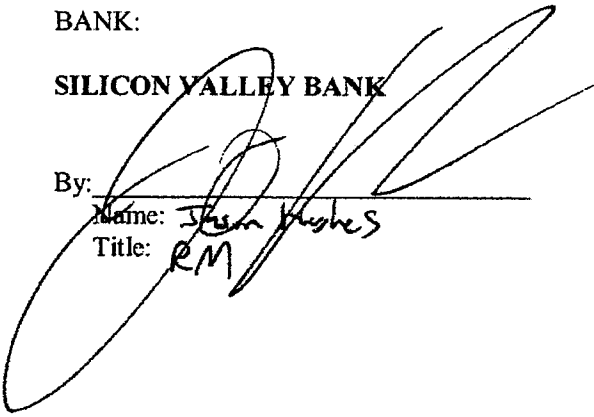
By: 
Name: Jason Hughes
Title: EM

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
APPARATUS AND METHODS FOR INJECTING HIGH VISCOSITY DERMAL FILLERS	12/114,194	May-02-2008
APPARATUS AND METHODS FOR RETAINING A NEEDLE ON A MEDICAL INJECTOR	12/173,084	Jul-15-2008
APPARATUS AND METHODS FOR INJECTING DERMAL FILLERS	12/187,964	Aug-07-2008
SELF-CONTAINED PRESSURIZED INJECTION DEVICE	12/340,920	Dec-22-2008
APPARATUS FOR COUPLING A MEDICAL INJECTOR TO A MECHANICAL ACTUATOR	61/088,133	Aug-12-2008
APPARATUS AND METHODS FOR LIMITING PRESSURE AND FLOW WITHIN A MEDICAL INJECTOR	61/139,693	Dec-22-2008
COMPOSITIONS, DEVICES AND METHODS FOR MODIFYING SOFT TISSUE	PCT/US2007/023226	Nov-01-2007
APPARATUS AND METHODS FOR INJECTING HIGH VISCOSITY DERMAL FILLERS	PCT/US2008/072310	Aug-06-2008
APPARATUS AND METHODS FOR INJECTING DERMAL FILLERS	PCT/US2008/072558	Aug-08-2008
SELF-CONTAINED PRESSURIZED INJECTION DEVICE	PCT/US2008/087910	Dec-22-2008
COMPOSITIONS AND DEVICES FOR MODIFYING SOFT TISSUE	P 070104879 (Argentina)	Nov-02-2007
COMPOSITIONS AND DEVICES FOR MODIFYING SOFT TISSUE	096141574 (Taiwan)	Nov-02-2007

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
SMARTFIL	7504021	1/6/09

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A

Tyson01 389444v3 220763.000874