

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2765655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRYAN J. WEBER	09/09/2013
JOSEPH COAKLEY	10/14/2013
MARK WILLIAM BAKER	10/14/2013
THOMAS BURNELL REEVE, III	10/14/2013
RECEIVING PARTY DATA	
Name:	ZELTIQ AESTHETICS, INC.
Street Address:	4698 WILLOW ROAD, SUITE 100
City:	PLEASANTON
State/Country:	CALIFORNIA
Postal Code:	94588
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13830027
CORRESPONDENCE DATA	
Fax Number:	(206)359-7198
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(206)359-8000
Email:	assignmentconfirmations@perkinscoie.com
Correspondent Name:	PERKINS COIE LLP
Address Line 1:	P.O. BOX 1247
Address Line 2:	PATENT - SEA
Address Line 4:	SEATTLE, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	057968-8052.US00
NAME OF SUBMITTER:	WILLIAM DANIEL TRONVIG
SIGNATURE:	/William Daniel Tronvig/
DATE SIGNED:	03/12/2014
Total Attachments: 23	
source=Assignment#page1.tif	
source=Assignment#page2.tif	

source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif
source=Assignment#page6.tif
source=Assignment#page7.tif
source=Assignment#page8.tif
source=Assignment#page9.tif
source=Assignment#page10.tif
source=Assignment#page11.tif
source=Assignment#page12.tif
source=Assignment#page13.tif
source=Assignment#page14.tif
source=Assignment#page15.tif
source=Assignment#page16.tif
source=Assignment#page17.tif
source=Assignment#page18.tif
source=Assignment#page19.tif
source=Assignment#page20.tif
source=Assignment#page21.tif
source=Assignment#page22.tif
source=Assignment#page23.tif

ASSIGNMENT BY INVENTORS

This Assignment is by the following individuals (the "Assignors"):

- Bryan J. Weber having a mailing address of 2612 Tahoe Drive, Livermore, California 94550;
- Joseph Coakley having a mailing address of 11732 Casa Linda Ct., Dublin, California 94568;
- Mark William Baker having a mailing address of 5422 Betty Circle, Livermore, California 94550;
- Thomas Burnell Reeve, III having a mailing address of 1229 Rhode Island Street, San Francisco, California 94107.

The Assignors invented one or more certain inventions (the "Invention(s)") described in an application for Letters Patent of the United States titled TREATMENT SYSTEMS WITH FLUID MIXING SYSTEMS AND FLUID-COOLED APPLICATORS AND METHODS OF USING THE SAME, and filed on March 14, 2013 as U.S. Application No. 13/830,027 (the "Application").

Zeltiq Aesthetics, Inc., a Corporation of Delaware having its principal place of business at 4698 Willow Road, Suite 100, Pleasanton, California 94588 (the "Assignee"), desire to acquire the entire right, title and interest in and to the Invention(s) and the Application, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

For valuable consideration, the receipt and sufficiency of which Assignors acknowledge, Assignors hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the right to claim priority rights deriving from the Application (collectively, the "Rights").

Assignors warrant that Assignors own the Rights, and that the Rights are unencumbered. Assignors also agree to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deem necessary or desirable to: perfect Assignee's enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignors request the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

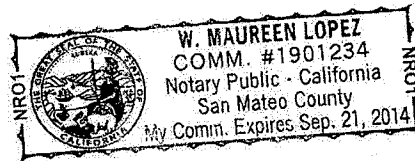
Joseph Coakley
Joseph Coakley

Date: 10/14/13

United States of America)
State of California) ss.:
County of Alameda)

On this 14 day of (2013) Oct, 2013, before me
personally came Joseph Coakley, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

W. Maureen Lopez
Notary Public



Mark William Baker

Mark William Baker

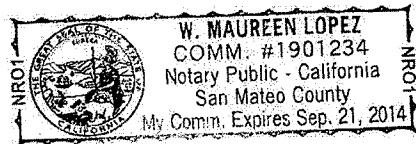
Date: 10/14/13

United States of America
State of California ss.:
County of Alameda

On this 14 day of OCT, 2013, before me
personally came Mark William Baker, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

W. Maureen Lopez

Notary Public



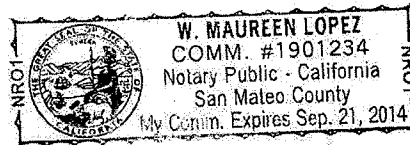
Thomas Burnell Reeve III
Thomas Burnell Reeve, III

Date: 10/14/13

United States of America
State of California ss.:
County of Alameda

On this 14 day of OCT, 2013, before me
personally came Thomas Burnell Reeve, III, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

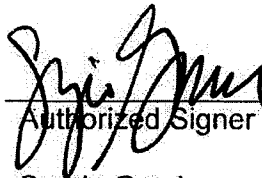
W. Maureen Lopez
Notary Public



For Zeltiq Aesthetics, Inc.

Date: _____

Signature



Authorized Signer

Sergio Garcia

Authorized Signer – Printed Name

Senior Vice President, General
Counsel and Secretary

Authorized Signer – Title

Bryan J. Weber

Date: _____

United States of America)
State of) ss.:
County of)

On this _____ day of _____, _____, before me
personally came Bryan J. Weber , to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made by ZELTIQ AESTHETICS, INC., a Delaware corporation having its principal place of business at 4698 Willow Road, Pleasanton, CA 94588 ("ZELTIQ") and BRYAN WEBER, an individual with a principal place of business at 2612 Tahoe Drive, Livermore CA 94550 ("Consultant"), effective this 16th day of August, 2013 ("Effective Date"), for the purpose of setting forth the terms and conditions by which ZELTIQ will acquire Consultant's services on a temporary basis.

1. WORK AND PAYMENT.

1.1 **Statement of Work.** Consultant agrees to perform for ZELTIQ the project, services or work ("Work") described by the Statement of Work attached to this Agreement as Exhibit A.

1.2 **Reimbursable Expenses.** ZELTIQ will reimburse Consultant for all reasonable travel and other expenses incurred upon ZELTIQ's behalf ("Reimbursable Expenses"). Reimbursable Expenses shall be confirmed by appropriate receipts and shall be submitted in accordance with ZELTIQ's standard expense accounting procedure. Any Reimbursable Expenses in excess of \$100.00 per expense must be pre-approved in writing by ZELTIQ. Consultant is not expected to travel during the term of this Agreement.

1.3 **Fees.** In consideration for the satisfactory and complete performance by Consultant of the Work described in a Statement of Work and the delivery of all Deliverables thereunder, ZELTIQ agrees to pay Consultant the amounts (the "Fees") specified in such Statement of Work as full payment for the performance of the Work thereunder, subject to the other terms and conditions of this Agreement. Notwithstanding the foregoing, ZELTIQ will not be obligated to pay Consultant the Fees specified in a given Statement of Work if any of the Work performed or any Deliverable delivered thereunder (a) fails to comply with one or more of the warranties set forth herein.

1.4 **Invoices; Payment.** Consultant shall submit an invoice to ZELTIQ for the fees on a monthly basis. Each invoice submitted by Consultant will include a detailed statement of the Work performed, the name of the individual at ZELTIQ who requested the Work and any appropriate job charge, the dates and total number of days or hours worked thereon, and the Reimbursable Expenses related thereto, with appropriate receipts therefor. Unless otherwise specified on the Statement of Work,

within thirty (30) days after receipt of Consultant's invoice submitted in accordance with this Section 1.5 (Invoices, Payment), ZELTIQ will approve and pay the same or notify Consultant that it disapproves, in whole or in part, Consultant's invoice and state the reasons for such disapproval.

2. **CONFIDENTIALITY AND OWNERSHIP OF WORK PRODUCT** The terms and conditions of that certain "Confidential Information and Invention Assignment Agreement" entered into by the parties as of November 30, 2006 (the "CIA Agreement"), including Exhibits A, B and C as modified, attached hereto as Exhibit B, shall continue to be in full force and effect and shall govern the parties under this Agreement with respect to the subject matter therein, including without limitation the treatment and disposition of the "Confidential Information" and "Inventions" as those terms are defined in the CIA Agreement. For the purpose of this Agreement with ZELTIQ, the term "Inventions" shall be limited to the field of medical devices and procedures using the method of freezing/cooling.

3. WARRANTIES.

3.1 **Warranties.** Consultant warrants to the best of its knowledge that it has good and marketable title to all of the inventions, material, or work product created or provided by Consultant pursuant to the provisions of this Agreement ("Work Product"). Consultant further warrants that to the best of its knowledge that the Work Product will be free and clear of all liens, claims, encumbrances or demands of third parties, including any claims by any such third parties of any right, title or interest in or to the Work Product. Consultant warrants to the best of its knowledge that all material supplied and Work performed under this Agreement complies with or will comply with all applicable United States and foreign laws and regulations.

4. TERM AND TERMINATION

4.1 **TERM.** This Agreement shall continue until December 31, 2013 unless earlier terminated pursuant to this Section 4 (Term and Termination).

4.2 **TERMINATION.** Either ZELTIQ or Consultant may terminate this Agreement in the event of a material breach of the Agreement by the other party which is not cured within thirty (30) days of written notice to the other party of such breach. In addition, ZELTIQ may terminate this Agreement for convenience with thirty (30) days prior written

notice. In such event, Consultant shall cease work immediately after receiving notice from ZELTIQ unless otherwise advised by ZELTIQ, and shall notify ZELTIQ of costs incurred up to the termination date. Consultant may also terminate this Agreement for convenience on thirty (30) days' prior written notice, but only when not working on a Project Assignment. Sections 2, 4, 5, and 7- 9 shall survive any termination or expiration of this Agreement.

5. COMPLIANCE WITH APPLICABLE LAWS.

Consultant agrees not to export, directly or indirectly, any U.S. source technical data acquired from ZELTIQ or any products utilizing such data to any countries outside the United States which export may be in violation of the United States export laws or regulations. Nothing in this section releases Consultant from any obligation stated elsewhere in this Agreement not to disclose such data.

6. INDEPENDENT CONSULTANT. Consultant's relationship with ZELTIQ will be that of an independent Consultant and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of ZELTIQ and is not authorized to make any representation, contract, or commitment on behalf of ZELTIQ. Consultant will not be entitled to any of the benefits which ZELTIQ may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, under this Agreement.

7. INSURANCE. Consultant shall be covered under ZELTIQ's product liability insurance policy for all Services rendered by Consultant under this Agreement.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL ZELTIQ BE LIABLE TO CONSULTANT FOR ANY LOST PROFITS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER ZELTIQ HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

ZELTIQ'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES CLAIM REGARDING THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY ZELTIQ HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

9. GENERAL. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, and administrators and permitted assigns. Consultant shall not assign this Agreement or its obligations hereunder without the prior written consent of ZELTIQ and any such purported assignment shall be null and void. ZELTIQ may freely assign this Agreement and Consultant expressly agrees that any licenses granted to ZELTIQ under any intellectual property rights of Consultant are transferable to ZELTIQ's successor in interest in the event of an assignment. This Agreement, including the CHIA Agreement (which is hereby incorporated into this Agreement in its entirety by reference) and the Statement of Work, constitutes the parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be waived, modified, amended or assigned unless mutually agreed upon in writing by both parties. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of California exclusively, as such laws apply to contracts between California residents performed entirely within California. Consultant agrees that upon ZELTIQ's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Alameda County, California, and Consultant hereby agrees to consent to the personal jurisdiction of such courts. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or sent by certified or

registered mail, postage prepaid, three (3) days after
the date of mailing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ZELTIQ AESTHETICS, INC.:

By: _____

Authorized Signature

Len DeBenedictis
Chief Technology Officer

Address: 4698 Willow Road
Pleasanton, CA 94588

Attention: Legal Department

Phone: 925-474-2502

Fax: 925-474-2577

Date

9/9/2013

CONSULTANT: Bryan Weber

Signature

Bryan Weber

Address: 2612 Tahoe Drive
Livermore, CA 94550

Phone:

95 925-922-1012

Date

546-51-4374

Taxpayer Identification Number (TIN)

(Project Assignment On Next Page)

EXHIBIT A

STATEMENT OF WORK

Bryan Weber ("Consultant") agrees to perform the Work described below for ZELTIQ Aesthetics, Inc. ("ZELTIQ"), subject to the terms and conditions set forth in that certain Consulting Services Agreement by and between Consultant and ZELTIQ dated August 16, 2013 and as set forth below, and ZELTIQ agrees to pay Consultant for the Work performed hereunder, and to reimburse Consultant for certain expenses in accordance with the Agreement. Capitalized terms not defined herein have the meanings set forth in the Agreement to which this Project Assignment is attached.

1. **Description of the Work:** Consultant shall provide general consulting services as it applies to institutional knowledge of the existing ZELTIQ Products on an as-needed basis. Consultant shall have the sole discretion to accept or deny any such Work with no required time commitment from Consultant; however, should Consultant accept such Work, Consultant agrees to perform Work to its completion.
2. **Fees:** \$200/hour

The parties have entered into this Statement of Work as of August 16, 2013.

ZELTIQ AESTHETICS, INC.:

By: _____

Authorized Signature

Len DeBenedictis
Chief Technology Officer

Date

9/9/2013

CONSULTANT: Bryan Weber

Signature

Bryan Weber

Date

9/9/2013

EXHIBIT B
Confidential Information and Invention Assignment Agreement

Exhibit A

JUNIPER MEDICAL, INC.

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

As a condition of my becoming employed (or my employment being continued) or retained as a consultant (or my consulting relationship being continued) by Juniper Medical, Inc., a Delaware corporation, with any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment or consulting relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Employment or Consulting Relationship.** I understand and acknowledge that this Agreement does not alter, amend or expand upon any rights I may have to continue in the employ of, or in a consulting relationship with, or the duration of my employment or consulting relationship with, the Company under any existing agreements between the Company and me or under applicable law. Any employment or consulting relationship between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "Relationship."

2. **At-Will Employment.** I understand and acknowledge that my Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

3. **Confidential Information.**

(a) **Company Information.** I agree at all times during the term of my Relationship with the Company and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, any Confidential Information of the Company which I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the Relationship), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware

configuration information, marketing, licenses, finances, budgets or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by me during the period of the Relationship, whether or not during working hours, and any information pertaining to any aspects of the Company's business which is either information not known by actual or potential competitors of the Company or is proprietary information of the Company or its customers or suppliers, whether of a technical nature or otherwise. I further understand that Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Former Employer Information.** I represent that my performance of all terms of this Agreement as an employee or consultant of the Company have not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or trust prior or subsequent to the commencement of my Relationship with the Company, and I will not disclose to the Company, or induce the Company to use, any inventions, confidential or proprietary information or material belonging to any previous employer or any other party.

(c) **Third Party Information.** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

4. **Inventions.**

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my Relationship with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time in which I am employed by or a consultant of the Company (collectively referred to as "Inventions"), except as provided in Section 4(e) below. I further acknowledge that all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets which are made by me (solely or jointly with others) within the scope of and during the period of my Relationship with the Company are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary (if I am an employee) or by such amounts paid to me under any applicable consulting agreement or consulting arrangements (if I am a consultant), unless regulated otherwise by the mandatory law of the state of California.

(c) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my Relationship with the Company. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business.

(d) **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then

I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company.

(e) **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B). I will advise the Company promptly in writing of any inventions that I believe meet such provisions and are not otherwise disclosed on Exhibit A.

5. **Returning Company Documents.** I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns. I further agree that to any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. In the event of the termination of the Relationship, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C.

6. **Notification to Other Parties.**

(a) **Employees.** In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

(b) **Consultants.** I hereby grant consent to notification by the Company to any other parties besides the Company with whom I maintain a consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, about my rights and obligations under this Agreement.

7. **Solicitation of Employees, Consultants and Other Parties.** I agree that during the term of my Relationship with the Company, and for a period of twenty-four (24) months immediately following the termination of my Relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their

relationship with the Company, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, for a period of twenty-four (24) months following termination of my Relationship with the Company for any reason, with or without cause, I shall not solicit any licensor to or customer of the Company or licensee of the Company's products, in each case, that are known to me, with respect to any business, products or services that are competitive to the products or services offered by the Company or under development as of the date of termination of my Relationship with the Company. The term "licensor", "customer", and "licensee" shall not include any individual or related entity that does not have a relationship with Company as an advisor, consultant, or clinical investigator during such twenty-four (24) month period.

8. **Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(b) **Conflicts.** I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict with any of the provisions of this Agreement.

(c) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

9. **General Provisions.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

(e) **Survival.** The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company to any successor in interest or other assignee.

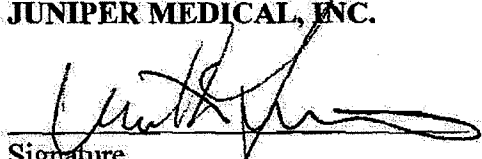
(f) **ADVICE OF COUNSEL.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

JUNIPER MEDICAL, INC.


Signature

By: Mitchell Winsa

Title: President, CEO

Date: 11/30/06

Address: 7139 Koll Center Parkway,
Suite 300
Pleasanton, CA 94566

EMPLOYEE:

BRYAN WEBER, an Individual:


Signature

BRYAN J WEBER
Printed Name

Date: Nov 30, 2006

Address: 2612 Tahoe Drive
Livermore, CA 94550

EXHIBIT A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED FROM SECTION 4**

Title

Date

Identifying Number
or Brief Description

☒ No inventions or improvements

☐ Additional Sheets Attached

Signature of Employee/Consultant:



Print Name of Employee/Consultant:

BRYAN J. WEBER

Date: NOV 30, 2006

EXHIBIT B

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT C

TERMINATION CERTIFICATION

This is to certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement (the "Agreement") signed by me, including the reporting of any Inventions (as defined therein) and original works of authorship, conceived or made by me (solely or jointly with others) covered by that Agreement.

I further certify that I do not have in my possession, nor have I failed to return, any Company property, equipment or documents, or other material containing or disclosing any Inventions, Third Party Information or Confidential Information (as those terms are defined in the Agreement) including but not limited to any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to ZELTIQ Aesthetics, Inc., its subsidiaries, affiliates, successors or assigns (together the "Company").

I further certify that I have not copied, deleted, or altered any information contained upon my Company computer or Company equipment before I returned it to Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I further certify that I have provided the Company with a computer-useable copy of all such Confidential Information and then permanently deleted and expunged such Confidential Information from those systems; I agree to provide the Company access to any such personal system as reasonably requested to verify that the necessary copying and/or deletion is completed.

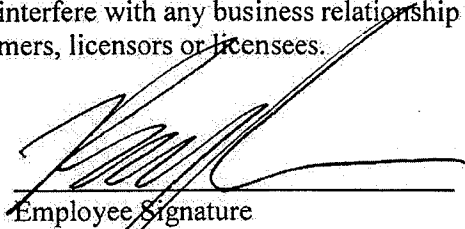
I further agree that, in compliance with the Agreement, I will preserve as confidential all trade secrets, proprietary information and Confidential Information (as defined in the Agreement) including but not limited to (i) trade secrets, software, inventions, ideas, processes, data, formulae, technology, research, laboratory notebooks, product plans, products, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, drawings, engineering, hardware configuration information, and techniques; (ii) services, suppliers, prices and costs, markets, marketing, licenses, finances, and budgets; (iii) customers (including, but not limited to, customers I contact during my employment), customer lists and other customer information (including, but not limited to, customer identity, customer contacts, customer needs, customer pricing information, past, current and future customer sales information, or any other confidential customer information that I obtain, access, or have access to during my employment); (iv) ~~information regarding the skills and compensation of the Company's employees, contractors, and any other service providers of the Company;~~ (v) the existence of any business discussions, negotiations, or agreements between the Company and any third party; or (vi) any other confidential or proprietary business information business information disclosed to me by the Company or developed by me for the Company.

BSW
8/16/2013

I further agree that for twelve (12) months following the termination of my employment with the Company for any reason, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or take away such employees or consultants, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Further, I will not use the Company's trade secrets, Confidential Information, or any other means of unfair competition to: (i) solicit any of the Company's licensors, customers, or licensees of Company's products; or (ii) otherwise interfere with any business relationship or contract between the Company and any of its customers, licensors or licensees.

Date: 16 Aug 2013


Employee Signature
BRYAN J. WEBER
(Type/Print Employee's Name)

1092630 v4/HN