
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 18, 2018

SIENTRA, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36709
(Commission
File Number)

20-5551000
(I.R.S. Employer
Identification No.)

420 South Fairview Avenue, Suite 200
Santa Barbara, CA 93117
(Address of principal executive offices, with zip code)

(805) 562-3500
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Results of Operations and Financial Condition.

On April 18, 2018, Sientra, Inc. (the “Company”) entered into a first amendment (the “Amendment”) to its Credit and Security Agreement (Term Loan) (the “Agreement”) with MidCap Financial Trust and the financial institutions that are or become parties to the Agreement as lenders. Pursuant to the Amendment, the parties agreed to adjust the date by which the Company must obtain FDA approval of its PMA supplement in order to access the \$10.0 million second tranche loan until April 30, 2018. The foregoing description of the terms of the Amendment is qualified in its entirety by reference to the text of such document, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information included in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 8.01 Other Events.

On April 18, 2018, the Company announced U.S. Food and Drug Administration (“FDA”), approval of the Company’s third and final FDA submission for enhanced manufacturing processes at its U.S. manufacturing facility, authorizing the sale of Sientra OPUS™ branded breast implants manufactured by Vesta. The text of the press release announcing the FDA approval is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amendment No. 1 to Credit and Security Agreement (Term Loan), dated April 18, 2018, by and among Sientra, Inc., miraDry Holdings, Inc., miraDry, Inc., MidCap Financial Trust and certain other financial institutions as lenders.</u>
99.1	<u>Press release dated April 18, 2018</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

SIENRA, INC.

Date: April 19, 2018

By: /s/ Jeffrey M. Nugent

Jeffrey M. Nugent
Chairman of the Board of Directors and
Chief Executive Officer

AMENDMENT NO. 1 TO CREDIT AND SECURITY AGREEMENT (TERM LOAN)

This AMENDMENT NO. 1 TO CREDIT AND SECURITY AGREEMENT (TERM LOAN) (this “**Agreement**”) is made as April 18, 2018, by and among **SIENTRA, INC.**, a Delaware corporation, **MIRADRY HOLDINGS, INC.**, a Delaware corporation (formerly known as Miramar Labs, Inc.), **MIRADRY, INC.**, a Delaware corporation (formerly known as Miramar Technologies, Inc.), **MIDCAP FINANCIAL TRUST**, as Agent (in such capacity, together with its successors and assigns, “**Agent**”) and the other financial institutions or other entities from time to time parties to the Credit Agreement referenced below, each as a Lender.

RECITALS

A. Agent, Lenders and Borrower have entered into that certain Credit and Security Agreement (Term Loan), dated as of July 25, 2017 (as amended by that certain Limited Waiver of Certain Post-Closing Obligations, dated as of November 27, 2017, and as further amended, modified, supplemented prior to the date hereof, the “**Original Credit Agreement**”, and as the same is amended hereby and as it may be further amended, modified, supplemented and restated from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have agreed to extend certain financial accommodations to Borrower in the amounts and manner set forth in the Credit Agreement.

B. Borrower has requested, and Agent and Lenders constituting at least the Required Lenders have agreed to, *inter alia*, (i) extend the date set forth in Section 7.2(f) of the Original Credit Agreement from March 31, 2018 to April 30, 2018 and (ii) update certain schedules of the Original Credit Agreement, in each case, in accordance with the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, Lenders constituting Required Lenders and Borrower hereby agree as follows:

1. **Recitals**. This Agreement shall constitute a Financing Document and the Recitals and each reference to the Credit Agreement, unless otherwise expressly noted, will be deemed to reference the Credit Agreement as amended hereby. The Recitals set forth above shall be construed as part of this Agreement as if set forth fully in the body of this Agreement and capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement (including those capitalized terms used in the Recitals hereto).

2. **Amendment to Original Credit Agreement**. Subject to the terms and conditions of this Agreement, including, without limitation, the conditions to effectiveness set forth in Section 4 below, the Original Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Original Credit Agreement is hereby amended by adding the following new defined terms in alphabetical order therein:

“**First Amendment**” means that certain Amendment No. 1 to Credit and Security Agreement (Term Loan), dated as of April 18, 2018, by and among Borrowers, Agent and Required Lenders.

“**First Amendment Effective Date**” means the date on which all of the conditions in Section 4 of the First Amendment have been satisfied in accordance with the terms thereof.

(b) Section 3.25(c) of the Original Credit Agreement is hereby amended and restated in its entirety as follows:

“No Borrower is participating in any Medicare program or Medicaid program or any other Third Party Payor Program that is material to Borrower’s business.”¹

(c) Section 3.25(e) of the Original Credit Agreement is hereby amended by adding the phrase “Except as set forth on Schedule 3.25 on the First Amendment Effective Date,” at the beginning thereof.

(d) Section 3.25(h) of the Original Credit Agreement is hereby amended by adding the phrase “Except as set forth on Schedule 3.25 on the First Amendment Effective Date,” at the beginning thereof.

(e) Section 7.2(f) of the Original Credit Agreement is hereby amended by replacing “March 31, 2018” with “April 30, 2018”.

(f) Schedule 3.19 of the Original Credit Agreement is hereby replaced in its entirety by the new Schedule 3.19 attached hereto.

(g) The new Schedule 3.25 attached hereto is hereby added to the Original Credit Agreement in numerical order therein.

(h) Schedule 4.17 of the Original Credit Agreement is hereby replaced in its entirety by the new Schedule 4.17 attached hereto.²

3. **Representations and Warranties; Reaffirmation of Security Interest**. Each Borrower hereby confirms that all of the representations and warranties set forth in the Credit Agreement are true and correct in all material respects (without duplication of any materiality qualifier in the text of such representation or warranty) with respect to such Borrower as of the date hereof except to the extent that any such representation or warranty relates to a specific date in which case such representation or warranty shall be true and correct as of such earlier date. Each Borrower confirms and agrees that all security interests and Liens granted to Agent continue in full force and effect, and that all Collateral remains free and clear of any Liens, other than Permitted Liens. Nothing herein is intended to impair or limit the validity, priority or extent of Agent’s security interests in and Liens on the Collateral. Each Borrower acknowledges and agrees that the Credit Agreement, the other Financing Documents and this Agreement constitute the legal, valid and binding obligation of such Borrower, and are enforceable against such Borrower in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors’ rights generally and by general equitable principles.

4. **Conditions to Effectiveness**. This Agreement shall become effective as of the date on which each of the following conditions has been satisfied, as determined by Agent in its sole discretion:

(a) Borrower shall have delivered to Agent this Agreement, executed by an authorized officer of Borrower;

¹ Note to draft: to be discussed if participation in third party payor programs is material to Sientra’s business.

² Note to draft: 4.1(e) and 4.9(b) require notice only, which at this point has been provided. No need to update schedules for rep purposes.

(b) all representations and warranties of Borrower contained herein shall be true and correct in all material respects (without duplication of any materiality qualifier in the text of such representation or warranty) as of the date hereof except to the extent that any such representation or warranty relates to a specific date in which case such representation or warranty shall be true and correct as of such earlier date (and such parties' delivery of their respective signatures hereto shall be deemed to be its certification thereof);

(c) prior to and after giving effect to the agreements set forth herein, no Default or Event of Default shall exist under any of the Financing Documents; and

(d) Borrower shall have delivered such other documents, information, certificates, records, permits, and filings as the Agent may reasonably request in connection with this Agreement.

5. **Release.** In consideration of the agreements of Agent and Required Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Borrower, voluntarily, knowingly, unconditionally and irrevocably, with specific and express intent, for and on behalf of itself and all of its respective parents, subsidiaries, affiliates, members, managers, predecessors, successors, and assigns, and each of its respective current and former directors, officers, shareholders, agents, and employees, and each of its respective predecessors, successors, heirs, and assigns (individually and collectively, the "Releasing Parties") does hereby fully and completely release, acquit and forever discharge each of Agent, Lenders, and each their respective parents, subsidiaries, affiliates, members, managers, shareholders, directors, officers and employees, and each of their respective predecessors, successors, heirs, and assigns (individually and collectively, the "Released Parties"), of and from any and all actions, causes of action, suits, debts, disputes, damages, claims, obligations, liabilities, costs, expenses and demands of any kind whatsoever, at law or in equity, whether matured or unmatured, liquidated or unliquidated, vested or contingent, choate or inchoate, known or unknown that the Releasing Parties (or any of them) has against the Released Parties or any of them (whether directly or indirectly), based in whole or in part on facts, whether or not now known, existing on or before the date hereof, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Financing Documents or transactions contemplated thereby or any actions or omissions in connection therewith or (ii) any aspect of the dealings or relationships between or among such Borrower, on the one hand, and any or all of the Released Parties, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. Each Borrower acknowledges that the foregoing release is a material inducement to Agent's and Required Lender's decision to enter into this Agreement and agree to the modifications contemplated hereunder, and has been relied upon by Agent and Required Lenders in connection therewith.

6. **No Waiver or Novation.** The execution, delivery and effectiveness of this Agreement shall not, except as expressly provided in this Agreement, operate as a waiver of any right, power or remedy of Agent, nor constitute a waiver of any provision of the Credit Agreement, the Financing Documents or any other documents, instruments and agreements executed or delivered in connection with any of the foregoing. Nothing herein is intended or shall be construed as a waiver of any existing Defaults or Events of Default under the Credit Agreement or the other Financing Documents or any of Agent's rights and remedies in respect of such Defaults or Events of Default. This Agreement (together with any other document executed in connection herewith) is not intended to be, nor shall it be construed as, a novation of the Credit Agreement.

7. **Affirmation.** Except as specifically amended pursuant to the terms hereof, each Borrower hereby acknowledges and agrees that the Credit Agreement and all other Financing Documents (and all covenants, terms, conditions and agreements therein) shall remain in full force and effect, and are hereby ratified and confirmed in all respects by such Borrower. Each Borrower covenants and agrees to comply with all of the terms, covenants and conditions of the Credit Agreement and the Financing

Documents, notwithstanding any prior course of conduct, waivers, releases or other actions or inactions on Agent's or any Lender's part which might otherwise constitute or be construed as a waiver of or amendment to such terms, covenants and conditions.

8. **Miscellaneous**.

(a) **Reference to the Effect on the Credit Agreement**. Upon the effectiveness of this Agreement, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of similar import shall mean and be a reference to the Credit Agreement, as amended by this Agreement. Except as specifically amended above, the Credit Agreement, and all other Financing Documents (and all covenants, terms, conditions and agreements therein), shall remain in full force and effect, and are hereby ratified and confirmed in all respects by each Borrower.

(b) **GOVERNING LAW**. THIS AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(c) **JURY TRIAL**. EACH BORROWER, AGENT AND THE REQUIRED LENDERS HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE FINANCING DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH BORROWER, AGENT AND EACH REQUIRED LENDER ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER FINANCING DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH BORROWER, AGENT AND EACH REQUIRED LENDER WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS

(d) **Incorporation of Credit Agreement Provisions**. The provisions contained in Section 11.6 (Indemnification) of the Credit Agreement are incorporated herein by reference to the same extent as if reproduced herein in their entirety.

(e) **Headings**. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(f) **Counterparts**. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

(g) **Entire Agreement**. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

(e) Severability. In case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) Successors/Assigns. This Agreement shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the parties hereto, subject to the provisions of the Credit Agreement and the other Financing Documents.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, intending to be legally bound, and intending that this document constitute an agreement executed under seal, the undersigned have executed this Agreement under seal as of the day and year first hereinabove set forth.

AGENT:

MIDCAP FINANCIAL TRUST ,

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: /s/ Maurice Amsellem (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

LENDER:

MIDCAP FINANCIAL TRUST ,

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: /s/ Maurice Amsellem (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

LENDER:

MIDCAP FUNDING XIII TRUST ,

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: /s/ Maurice Amsellem (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

LENDER:

ELM 2016-1 TRUST

By: Midcap Financial Services Capital Management, LLC,
as Servicer

By: /s/ John O'Dea

Name: John O'Dea

Title: Authorized Signatory

LENDER:

FLEXPOINT MCLS SPV LLC

By: /s/ Daniel Edelman

Name: Daniel Edelman

Title: Vice President

LENDER:

SILICON VALLEY BANK

By: /s/ Kevin Fleischman

Name: Kevin Fleischman

Title: Director

BORROWER:

SIENTRA, INC.

By: /s/ Patrick Williams (SEAL)
Name: Patrick Williams
Title: Chief Financial Officer

MIRADRY HOLDINGS, INC.

By: /s/ Patrick Williams (SEAL)
Name: Patrick Williams
Title: Chief Financial Officer

MIRADRY, INC.

By: /s/ Patrick Williams (SEAL)
Name: Patrick Williams
Title: Chief Financial Officer



Sientra Receives FDA Approval of PMA Supplement

*Commercial Sale of U.S.-Manufactured OPUS™ Branded
Breast Implants to Begin Immediately*

Additional \$10 Million of Existing Credit Facility Now Accessible with FDA Approval

Santa Barbara, CA – April 18, 2018 – Sientra, Inc. (NASDAQ: SIEN) (“Sientra” or the “Company”), a medical aesthetics company, today announced U.S. Food and Drug Administration (FDA) approval of the Company’s PMA supplement allowing commercialization of its OPUS-branded breast implant products manufactured by Vesta, a Lubrizol LifeSciences company, at Vesta’s Wisconsin-based manufacturing facility.

Jeffrey M. Nugent, Chairman and Chief Executive Officer of Sientra, commented, “This FDA approval allows us to commercialize our OPUS-branded breast implants with an improved manufacturing process and represents a critical milestone for Sientra. The approval culminates over two years of successful collaboration between the Sientra and Vesta teams. We now once again have access to a supply of implants to support our plan to regain and grow share in the U.S. breast implant market for both augmentation and reconstruction. Our decision to manufacture finished goods product prior to approval has positively positioned us to begin meeting customer demand immediately. We will continue our precision-controlled selling strategy through the first half of 2018 as the new Vesta facility scales its manufacturing to full supply capabilities, which we anticipate will occur during the second half of this year.”

Mr. Nugent added, “As Sientra continues to expand into categories beyond breast surgery, we decided to rebrand our breast products with a name that symbolizes what they represent. We chose the name Sientra OPUS, the only brand of silicone gel breast implants and tissue expanders marketed exclusively to board - certified plastic surgeons. OPUS signifies an artist’s best body of work and for our brand, the name evokes excellence, quality, performance and artistry. We believe our OPUS products provide the true artists with the best tools available to achieve optimal results.”

Mr. Nugent concluded, “Since October 2015, the entire Sientra team has been determined to overcome each successive challenge stemming from our former Brazilian manufacturer. With today’s FDA approval, we have closed the final chapter of our transition and positioned the Company with a diversified portfolio of differentiated products to capitalize on significant market opportunities for each of our two core businesses. Overall, we are now poised to continue executing an integrated commercial aesthetics strategy. In the immediate term, we will be leveraging the American Society for Aesthetic Plastic Surgery (ASAPS) annual meetings held later this month to showcase each of our brands. Looking further ahead, we expect 2018 to be another pivotal year in which we deliver meaningful incremental value to our customers, patients, and shareholders.”

With this FDA approval, Sientra has gained access to an additional \$10.0 million tranche of term debt under its credit facility with MidCap Financial Services and Silicon Valley Bank.

About Sientra

Headquartered in Santa Barbara, California, Sientra is a medical aesthetics company committed to making a difference in patients’ lives by enhancing their body image, growing their self-esteem and restoring their confidence. The Company was founded to provide greater choice to board-certified plastic surgeons and patients in need of medical aesthetics products. The Company has developed a broad portfolio of products with technologically differentiated characteristics, supported by independent laboratory testing and strong clinical trial outcomes. The Company sells its OPUS™ brand of breast implants and breast tissue expanders exclusively to board-certified and board-admissible plastic surgeons and tailors its customer service offerings to their specific needs. The Company also offers a range of other aesthetic and specialty products including BIOCORNEUM®, the professional choice in scar management, and miraDry®, the only FDA-cleared device to reduce underarm sweat, odor and permanently reduce hair of all colors.

About MidCap Financial

MidCap Financial is a middle market-focused, specialty finance firm that provides senior debt solutions to businesses across all industries. The firm’s years of experience, strong balance sheet, and flexibility make it a lender of choice for companies across all stages of growth and complexity. MidCap Financial’s debt solutions focus in five areas: (i) General and Healthcare Asset-Based working capital loans collateralized by third-party accounts receivable and other assets, (ii) Leveraged loans to companies backed by private equity sponsors, (iii) Life Sciences loans to VC-backed and public pharmaceutical, biotech, and medical device companies, (iv) Real Estate loans on all types of commercial properties, medical office buildings, various types of senior housing and skilled nursing properties, and (v) Lender Finance term loans or revolvers provided across the consumer and commercial finance sectors. Additional information about MidCap Financial can be found at www.midcapfinancial.com.

About Silicon Valley Bank

For more than 30 years, Silicon Valley Bank (SVB) has helped innovative companies and their investors move bold ideas forward, fast. SVB provides targeted financial services and expertise through its offices in innovation centers around the world. With commercial, international and private banking services, SVB helps address the unique needs of innovators. Learn more at svb.com.

Forward Looking Statements

This press release contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, based on management’s current assumptions and expectations of future events and trends, which affect or may affect the Company’s business, strategy, operations or financial performance, and actual results may differ materially from those expressed or implied in such statements due to numerous risks and uncertainties. Forward-looking statements include, but are not limited to, statements regarding the Company’s ability to regain share in the U.S. breast implant market, the Company’s ability to meet customer demand, the timing for relaunch of the Company’s breast implants, the expected growth of the Company’s current customer base and acquisition of new customers, the Company’s ability to deliver value and become a world class, diversified aesthetics organization, and the Company’s ability to finance its near and long-term strategic growth initiatives. Such statements are subject to risks and uncertainties, including positive reaction from plastic surgeons and their patients to Sientra’s breast products, risks associated with contracting with any third-party manufacturer and supplier, including uncertainties that such parties will be able to meet consumer demand, that the integration of recently acquired product lines will not achieve the anticipated benefits, and the ability to obtain additional capital on acceptable terms. Additional factors that could cause actual results to differ materially from those contemplated in this press release can be found in the Risk Factors section of Sientra’s Annual Report on Form 10-K for the year ended December 31, 2017. All statements other than statements of historical fact are forward-looking statements. The words “believe,” “may,” “might,” “could,” “will,” “aim,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “plan,” or the negative of those terms, and similar expressions that convey uncertainty of future events or outcomes are intended to identify estimates, projections and other forward-looking statements. Estimates, projections and other forward-looking statements speak only as of the date they were made, and, except to the extent required by law, the Company undertakes no obligation to update or review any estimate, projection or forward-looking statement.

Investor Contacts:

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