UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____to

Commission file number: 001-36709

SIENTRA, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware (State or Other Jurisdiction of Incorporation or Organization)	**20-5551000** (I.R.S. Employer Identification No.)
420 South Fairview Avenue, Suite 200 **Santa Barbara, California** (Address of Principal Executive Offices)	**93117** (Zip Code)

(805) 562-3500
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	SIEN	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer" "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of May 9, 2022, the number of outstanding shares of the registrant's common stock, par value $0.01 per share, was 62,639,966.

SIENTRA, INC.

FORM 10-Q FOR THE QUARTER ENDED MARCH 31, 2022

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PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

SIENTRA, INC.
Condensed Consolidated Balance Sheets
(In thousands, except per share and share amounts)
(Unaudited)

	March 31, 2022	December 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 38,883	$ 51,772
Accounts receivable, net of allowances of $2,581 and $2,278 at March 31, 2022 and December 31, 2021, respectively	39,265	33,105
Inventories, net	54,224	52,914
Prepaid expenses and other current assets	2,561	2,979
Current assets of discontinued operations	4	4
Total current assets	134,937	140,774
Property and equipment, net	13,085	13,998
Goodwill	9,202	9,202
Other intangible assets, net	27,890	28,765
Other assets	6,752	7,165
Total assets	$ 191,866	$ 199,904
Liabilities and Stockholders' Equity		
Current liabilities:		
Current portion of long-term debt	$ 5,189	$ 2,237
Accounts payable	9,112	7,402
Accrued and other current liabilities	18,055	21,298
Customer deposits	35,301	35,182
Sales return liability	16,493	13,399
Current liabilities of discontinued operations	500	500
Total current liabilities	84,650	80,018
Long-term debt	65,565	62,434
Deferred and contingent consideration	5,858	5,872
Warranty reserve and other long-term liabilities	10,707	10,723
Total liabilities	166,780	159,047
Commitments and contingencies (Note 12)		
Stockholders' equity:		
Preferred stock, $0.01 par value – Authorized 10,000,000 shares; none issued or outstanding	—	—
Common stock, $0.01 par value — Authorized 200,000,000 shares; issued 62,552,927 and 62,242,090 and outstanding 62,480,200 and 62,169,363 shares at March 31, 2022 and December 31, 2021, respectively	625	622
Additional paid-in capital	664,106	661,839
Treasury stock, at cost (72,727 shares at March 31, 2022 and December 31, 2021)	(260)	(260)
Accumulated deficit	(639,385)	(621,344)
Total stockholders' equity	25,086	40,857
Total liabilities and stockholders' equity	$ 191,866	$ 199,904

See accompanying notes to condensed consolidated financial statements.

SIENTRA, INC.
Condensed Consolidated Statements of Operations
(In thousands, except per share and share amounts)
(Unaudited)

	Three Months Ended March 31,	
	2022	2021
Net sales	$ 21,398	$ 18,312
Cost of goods sold	8,553	8,159
Gross profit	12,845	10,153
Operating expenses:		
Sales and marketing	15,588	11,819
Research and development	3,144	2,195
General and administrative	10,208	7,911
Total operating expenses	28,940	21,925
Loss from operations	(16,095)	(11,772)
Other income (expense), net:		
Interest income	2	2
Interest expense	(1,897)	(2,004)
Change in fair value of derivative liability	—	(42,740)
Other income (expense), net	5	(97)
Total other income (expense), net	(1,890)	(44,839)
Loss from continuing operations before income taxes	(17,985)	(56,611)
Income tax expense	—	—
Loss from continuing operations	(17,985)	(56,611)
Income (loss) from discontinued operations, net of income taxes	(56)	1,921
Net loss	$ (18,041)	$ (54,690)
Basic and diluted net loss per share attributable to common stock holders		
Continuing operations	$ (0.29)	$ (1.04)
Discontinued operations	(0.00)	0.03
Basic and diluted net loss per share	$ (0.29)	$ (1.01)
Weighted average outstanding common shares used for net income (loss) per share attributable to common stockholders:		
Basic and diluted	62,334,073	54,321,146

See accompanying notes to condensed consolidated financial statements.

SIENTRA, INC.
Condensed Consolidated Statement of Stockholders' Equity (Deficit)
(In thousands, except share amounts)
(Unaudited)

	Preferred stock		Common stock		Treasury stock		Additional paid-in capital	Accumulated deficit	Total stockholders' equity
	Shares	Amount	Shares	Amount	Shares	Amount			
Balances at December 31, 2020	—	$ —	50,712,151	$ 506	72,727	$ (260)	$ 558,059	$ (558,862)	$ (557)
Proceeds from follow-on offering, net of costs	—	—	6,222,222	62	—	—	39,164	—	39,226
Stock-based compensation	—	—	—	—	—	—	3,163	—	3,163
Stock option exercises	—	—	12,727	—	—	—	51	—	51
Employee stock purchase program (ESPP)	—	—	95,919	1	—	—	322	—	323
Vested restricted stock	—	—	554,896	6	—	—	752	—	758
Shares withheld for tax obligations on vested RSUs	—	—	(82,830)	(1)	—	—	(1,214)	—	(1,215)
Net loss	—	—	—	—	—	—	—	(54,690)	(54,690)
Balances at March 31, 2021	—	$ —	57,515,085	$ 574	72,727	$ (260)	$ 600,297	$ (613,552)	$ (12,941)

	Preferred stock		Common stock		Treasury stock		Additional paid-in capital	Accumulated deficit	Total stockholders' equity
	Shares	Amount	Shares	Amount	Shares	Amount			
Balances at December 31, 2021	—	$ —	62,242,090	$ 622	72,727	$ (260)	$ 661,839	$ (621,344)	$ 40,857
Stock-based compensation	—	—	—	—	—	—	2,196	—	2,196
Employee stock purchase program (ESPP)	—	—	139,574	1	—	—	328	—	329
Vested restricted stock	—	—	265,331	3	—	—	(3)	—	—
Shares withheld for tax obligations on vested RSUs	—	—	(94,068)	(1)	—	—	(254)	—	(255)
Net loss	—	—	—	—	—	—	—	(18,041)	(18,041)
Balances at March 31, 2022	—	$ —	62,552,927	$ 625	72,727	$ (260)	$ 664,106	$ (639,385)	$ 25,086

See accompanying notes to condensed consolidated financial statements.

SIENTRA, INC.
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2022	2021
Cash flows from operating activities:		
Net loss	$ (18,041)	$ (54,690)
Income (loss) from discontinued operations, net of income taxes	(56)	1,921
Loss from continuing operations, net of income taxes	(17,985)	(56,611)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	1,744	1,036
Provision for doubtful accounts	315	269
Provision for warranties	291	200
Provision for inventory	(56)	(9)
Fair value adjustments to derivative liability	—	42,740
Fair value adjustments of other liabilities held at fair value	—	17
Amortization of debt discount and issuance costs	938	848
Stock-based compensation expense	2,196	3,163
Other non-cash adjustments	60	213
Changes in operating assets and liabilities:		
Accounts receivable	(6,474)	(1,276)
Inventories	(1,253)	(2,397)
Prepaid expenses, other current assets and other assets	907	(298)
Accounts payable, accrueds, and other liabilities	(1,754)	(6,574)
Customer deposits	118	4,051
Sales return liability	3,094	1,823
Net cash flow from operating activities - continuing operations	(17,859)	(12,805)
Net cash flow from operating activities - discontinued operations	(56)	138
Net cash used in operating activities	(17,915)	(12,667)
Cash flows from investing activities:		
Purchase of property and equipment	(246)	(1,321)
Net cash flow from investing activities - continuing operations	(246)	(1,321)
Net cash flow from investing activities - discontinued operations	—	—
Net cash provided by (used in) investing activities	(246)	(1,321)
Cash flows from financing activities:		
Proceeds from issuance of common stock for employee stock-based plans	329	1,132
Net proceeds from issuance of common stock	—	39,226
Tax payments related to shares withheld for vested restricted stock units (RSUs)	(255)	(1,215)
Gross borrowings under the Term Loan	5,000	1,000
Gross borrowings under the Revolving Loan	2,774	—
Repayment of the Revolving Loan	(2,552)	—
Deferred financing costs	(25)	(750)
Net cash provided by financing activities	5,271	39,393
Net increase (decrease) in cash, cash equivalents and restricted cash	(12,890)	25,405
Cash, cash equivalents and restricted cash at:		
Beginning of period	52,068	55,310
End of period	$ 39,178	$ 80,715
Reconciliation of cash, cash equivalents, and restricted cash to the condensed consolidated balance sheets		
Cash and cash equivalents	38,883	80,372
Restricted cash included in other assets	295	343
Total cash, cash equivalents and restricted cash	$ 39,178	$ 80,715
Supplemental disclosure of cash flow information:		
Interest paid	$ 1,070	$ 1,058
Supplemental disclosure of non-cash investing and financing activities:		
Property and equipment in accounts payable and accrued liabilities	30	400
Deferred follow-on offering costs in accounts payable and accrued liabilities	—	122
Deferred financing costs in accounts payable and accrued liabilities	298	50

See accompanying notes to condensed consolidated financial statements.

1. Summary of Significant Accounting Policies

a. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of Sientra, Inc. ("Sientra", the "Company", "we", "our", or "us") in this Quarterly Report on Form 10-Q have been prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP, and the rules and regulations of the U.S. Securities and Exchange Commission, or SEC. Accordingly, they do not include certain footnotes and financial presentations normally required under accounting principles generally accepted in the United States of America for complete financial reporting. The interim financial information is unaudited, but reflects all normal adjustments and accruals which are, in the opinion of management, considered necessary to provide a fair presentation for the interim periods presented. The accompanying condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2021 filed with the SEC on March 31, 2022, or the Annual Report. The results for the three months ended March 31, 2022 are not necessarily indicative of results to be expected for the year ending December 31, 2022, any other interim periods, or any future year or period.

As a result of the miraDry Sale discussed in Note 2, the miraDry business met the criteria to be reported as discontinued operations. Therefore, the Company is reporting the historical results of miraDry, including the results of operations, cash flows, and related assets and liabilities, as discontinued operations for all periods presented herein through the date of the Sale. Unless otherwise noted, the accompanying notes to the unaudited condensed consolidated financial statements have all been revised to reflect continuing operations only. As discussed in Note 11, following the Sale the Company has one operating segment in continuing operations named Plastic Surgery, formerly known as Breast Products.

b. Liquidity

Since the Company's inception, it has incurred significant net operating losses and the Company anticipates that losses will continue in the near term. The Company expects its operating expenses will remain consistent with the current period and will need to generate significant net sales to achieve profitability. To date, the Company has funded operations primarily with proceeds from the sales of preferred stock, borrowings under term loans and the convertible note, sales of products, and the proceeds from the sale of common stock in public offerings. The Company continues to evaluate overall capital needs, and while the Company believes there are sufficient capital resources to continue as a going concern over the next twelve months, the Company may be required to raise additional debt or equity capital to fund ongoing operations.

As of March 31, 2022, the Company had cash and cash equivalents of $38.9 million. The accompanying condensed consolidated financial statements have been prepared on a going concern basis, which implies the Company will continue to realize its assets and discharge its liabilities in the normal course of business.

Debt financing – recent developments

Refer to Note 7 for a full description and updates to all of the Company's long-term debt, revolving line of credit, and convertible note.

c. Recent Accounting Pronouncements

Recently Issued Accounting Standards

In August 2020, the FASB issued ASU 2020-06, *Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity*. The amendment eliminates certain accounting models and

simplifies the accounting for convertible instruments and enhances disclosures for convertible instruments and earnings per share. The amendments are effective for public entities excluding smaller reporting companies for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2023 including interim periods within those fiscal years and early adoption is permitted. The Company is currently evaluating the impact that adoption of the standard will have on the condensed consolidated financial statements.

In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848)-Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. The amendment provides optional expedients and exceptions for contract modifications that replace a reference rate affected by reference rate reform. The amendments are effective for all entities as of March 12, 2020 through December 31, 2022, and entities may elect to apply by Topic as of any date from the beginning of an interim period that includes or is subsequent to March 12, 2020, or prospectively from a date within an interim period that includes or is subsequent to March 12, 2020, up to the date that the financial statements are available to be issued. The Company is currently evaluating the impact the election of the optional expedient will have on the condensed consolidated financial statements.

d. Risks and Uncertainties

As an aesthetics company, surgical procedures involving the Company's breast products are susceptible to local and national government restrictions, such as social distancing, vaccination requirements, "shelter in place" orders and business closures. The inability or limited ability to perform such non-emergency procedures and patients electing to postpone elective aesthetics procedures due to the pandemic significantly harmed the Company's revenues since the second quarter of 2020 and continued to harm the Company's revenues during the three months ended March 31, 2022. While many states have lifted certain restrictions on non-emergency procedures and procedural volume rates for non-emergency procedures have been recovering, the Company will likely continue to experience future harm to its revenues while existing or new restrictions remain in place. It is not possible to accurately predict the length or severity of the COVID-19 pandemic or the impact on the Company's business, including the timing for a broad and sustained ability to perform non-emergency procedures involving the Company's products. The Company continues to monitor and assess new information related to the COVID-19 pandemic, the actions taken to contain or treat COVID-19, as well as the economic impact on local, regional, national and international customers and markets.

Further, the spread of COVID-19 has caused the Company to modify workforce practices, and the Company may take further actions determined to be in the best interests of the Company's employees or as required by governments. The continued spread of COVID-19, or another infectious disease, could also result in delays or disruptions in the Company's supply chain or adversely affect the Company's manufacturing facilities and personnel. Further, trade and/or national security protection policies may be adjusted as a result of the COVID-19 pandemic, such as actions by governments that limit, restrict or prevent the movement of certain goods into a country and/or region, and current U.S./China trade relations may be further exacerbated by the pandemic.

The estimates used for, but not limited to, determining the collectability of accounts receivable, fair value of long-lived assets and goodwill, and sales returns liability required could be impacted by the pandemic. While the full impact of COVID-19 is unknown at this time, the Company has made appropriate estimates based on the facts and circumstances available as of the reporting date. These estimates may change as new events occur and additional information is obtained.

e. Reclassifications

Certain reclassifications have been made to prior year amounts to conform to the current year presentation, including those related to discontinued operations following the sale of the miraDry business.

2. Discontinued Operations

On June 10, 2021, the Company completed the sale of its miraDry business (the "Sale") to miraDry Acquisition Company, Inc., a Delaware corporation ("Buyer"), an entity affiliated with 1315 Capital II, LP, as a result of the Company's strategic decision to focus investment on its core Plastic Surgery segment. The Sale was made pursuant

to the terms and conditions of the Asset Purchase Agreement (the "Purchase Agreement"), dated May 11, 2021, among the Company and certain of its subsidiaries, Buyer, and, solely for purposes of Section 8.14 of the Purchase Agreement, 1315 Capital II, LP. The aggregate purchase price was $10.0 million, which after certain adjustments for agreed upon changes in the estimated net asset value amount of purchased assets and assumed liabilities resulted in net cash proceeds of $11.3 million to the Company on the date of close. In October 2021, the Company finalized the transaction and paid $3.2 million to the Buyer in accordance with the agreed upon post close changes in the net asset value and recognized a loss on sale of $2.5 million.

In accordance with the Purchase Agreement, assumed liabilities did not include product liabilities, environmental, and employee claims arising prior to the closing date. The Purchase Agreement also included customary representations and warranties, as well as certain covenants, including, among other things, that: (i) the Company will abide by certain non-solicitation, exclusivity, and non-competition covenants, and (ii) the Company would enter into a transition services agreement ("TSA") to provide certain transition services related to the business.

Under the TSA, the Company provided certain post-closing services to the Buyer related to the miraDry business for a period of six months, including accounting, accounts receivable support, customer service, IT, regulatory, quality assurance, and clinical support. As consideration for these services, the Buyer reimbursed the Company for direct and certain indirect costs, as well as certain overhead or administrative expenses related to operating the business. The Company recognized $0.1 million of TSA fees and cost reimbursements in operating expenses from continuing operations in the condensed consolidated statement of operations for the quarter ended March 31, 2022. As of March 31, 2022, the Company has received $0.3 million relating to the TSA services and has recorded a receivable of $0.1 million within other current assets in the condensed consolidated balance sheets. In connection with the accounts receivable support under the TSA, the Company received $2.3 million in customer payments and remitted $2.3 million to the Buyer during the period from June 10, 2021 through March 31, 2022. As of March 31, 2022, the Company does not have a payable to the Buyer on the condensed consolidated balance sheets.

Additionally, the Company and the Buyer entered into a sublease agreement whereby the Buyer subleased the miraDry office space in Santa Clara, CA. The sublease term was for an initial period of six months, with subsequent option periods for up to a total of twenty four months. Following the initial period, the Buyer exercised an additional period of six months. During quarter ended March 31, 2022, the Company recognized $0.2 million of sublease income in general and administrative expenses in the condensed consolidated statements of operations.

The Sale met the discontinued operations criteria given that the business is a component and represented a strategic shift. The following table presents the aggregate carrying amounts of major classes of assets and liabilities of discontinued operations (in thousands):

	March 31, 2022	December 31, 2021
Assets of discontinued operations:		
Prepaid expenses and other current assets	$ 4	$ 4
Current assets of discontinued operations	4	4
Total assets of discontinued operations	$ 4	$ 4
Liabilities of discontinued operations:		
Accounts payable	$ 6	$ 6
Accrued and other current liabilities	494	494
Total liabilities of discontinued operations	$ 500	$ 500

The results of operations for the miraDry business were included in income (loss) from discontinued operations on the accompanying condensed consolidated statements of operations. The following table provides information regarding the results of discontinued operations (in thousands):

	Three Months Ended March 31,	
	2022	2021
Net sales	$ —	$ 4,924
Cost of goods sold	—	2,776
Gross profit	—	2,148
Operating expenses	56	196
Income (loss) from operations of discontinued operations	(56)	1,952
Other income (expense), net	—	(31)
Income (loss) from discontinued operations before income taxes	(56)	1,921
Total income (loss) from discontinued operations before income taxes	(56)	1,921
Income tax expense (benefit)	—	—
Income (loss) from discontinued operations, net of income taxes	$ (56)	$ 1,921

The results of the miraDry business, including the results of operations, cashflows, and related assets and liabilities are reported as discontinued operations for all periods presented herein.

3. Revenue

The Company generates revenue primarily through the sale and delivery of promised goods or services to customers. Sales prices are documented in the executed sales contract, purchase order or order acknowledgement prior to the transfer of control to the customer. Typical payment terms are 30 days.

Revenue contracts may include multiple products or services, each of which is considered a separate performance obligation. Performance obligations typically include the delivery of promised products, such as breast implants, tissue expanders, and BIOCORNEUM, along with service-type warranties. Other deliverables are sometimes promised but are ancillary and insignificant in the context of the contract as a whole. Revenue is allocated to each performance obligation based on its relative standalone selling price. The Company determines standalone selling prices based on observable prices for all performance obligations with the exception of the service-type warranty under the Platinum20 Limited Warranty Program, or Platinum20, which is based on the expected cost plus margin approach. Inputs into the expected cost plus margin approach include historical incidence rates, estimated replacement costs, estimated financial assistance payouts and an estimated margin.

The liability for unsatisfied performance obligations under the service warranty as of March 31, 2022 were as follows:

	Three Months Ended March 31,
	2022
Balance as of December 31, 2021	$ 3,237
Additions and adjustments	555
Revenue recognized	(176)
Balance as of March 31, 2022	$ 3,616

Revenue for service warranties are recognized ratably over the term of the agreements. Specifically for Platinum20, the performance obligation is satisfied at the time that the benefits are provided and are expected to be satisfied over the following 3 to 24 month period for financial assistance and 20 years for product replacement.

For delivery of promised products, control transfers and revenue is recognized upon shipment, unless the contractual arrangement requires transfer of control when products reach their destination, for which revenue is recognized once the product arrives at its destination. A portion of the Company's revenue is generated from the sale of consigned inventory of breast implants and tissue expanders maintained at doctor, hospital, and clinic locations. For these

products, revenue is recognized at the time the Company is notified by the customer that the product has been used, not when the consigned products are delivered to the customer's location.

Sales Return Liability

With the exception of the Company's BIOCORNEUM scar management products, the Company allows for the return of products from customers within six months after the original sale, which is accounted for as variable consideration. A sales return liability is established based on estimated returns using relevant historical experience taking into consideration recent gross sales and notifications of pending returns, as adjusted for changes in recent industry events and trends. The estimated sales returns are recorded as a reduction of revenue and as a sales return liability in the same period revenue is recognized. Actual sales returns in any future period are inherently uncertain and thus may differ from the estimates. If actual sales returns differ significantly from the estimates, an adjustment to revenue in the current or subsequent period would be recorded. The following table provides a rollforward of the sales return liability (in thousands):

	Three Months Ended March 31,	
	2022	2021
Beginning balance	$ 13,399	$ 9,192
Addition to reserve for sales activity	41,870	36,386
Actual returns	(37,030)	(33,700)
Change in estimate of sales returns	(1,746)	(858)
Ending balance	$ 16,493	$ 11,020

4. Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities, customer deposits and sales return liability are reasonable estimates of their fair value because of the short maturity of these items. The fair value of the contingent consideration is discussed in Note 5. The fair value of the debt is based on the amount of future cash flows associated with the instrument discounted using the Company's market rate. As of March 31, 2022, the carrying value of the long-term debt was not materially different from the fair value. As of March 31, 2022, the carrying value and fair value of the convertible note were as follows (in thousands):

	March 31, 2022	December 31, 2021
Carrying value	$ 48,268	$ 47,477
Fair value	$ 43,110	$ 42,029

5. Balance Sheet Components

a. Inventories

Inventories, net consist of the following (in thousands):

	March 31, 2022	December 31, 2021
Raw materials	$ 1,743	$ 2,109
Work in progress	4,690	4,796
Finished goods	43,022	41,982
Finished goods - right of return	4,769	4,027
	$ 54,224	$ 52,914

b. Property and Equipment

Property and equipment, net consist of the following (in thousands):

	March 31, 2022	December 31, 2021
Leasehold improvements	$ 3,464	$ 2,734
Manufacturing equipment and tooling	9,577	9,922
Computer equipment	1,661	1,672
Software	6,344	6,379
Furniture and fixtures	1,179	1,542
	22,225	22,249
Less accumulated depreciation	(9,140)	(8,251)
	$ 13,085	$ 13,998

Depreciation expense for the three months ended March 31, 2022 and 2021 was $0.8 million and $0.7 million, respectively.

c. Goodwill and Other Intangible Assets, net

Following the sale of the miraDry business, the Company has one reporting unit, Plastic Surgery, formerly known as Breast Products. The Company evaluates goodwill for impairment at least annually on October 1st and whenever circumstances suggest that goodwill may be impaired.

The carrying amount of goodwill as of March 31, 2022 and December 31, 2021 were as follows (in thousands):

	Plastic Surgery
Balances as of December 31, 2021	
Goodwill	23,480
Accumulated impairment losses	(14,278)
Goodwill, net	$ 9,202
Balances as of March 31, 2022	
Goodwill	23,480
Accumulated impairment losses	(14,278)
Goodwill, net	$ 9,202

The components of the Company's other intangible assets consist of the following (in thousands):

	Average Amortization Period (in years)	March 31, 2022		
		Gross Carrying Amount	Accumulated Amortization	Intangible Assets, net
Intangibles with definite lives				
Customer relationships	10	$ 4,940	$ (4,291)	$ 649
Trade names - finite life	12	800	(406)	394
Manufacturing know-how	19	8,240	(1,858)	6,382
Developed technology	8	20,661	(646)	20,015
Total definite-lived intangible assets		$ 34,641	$ (7,201)	$ 27,440
Intangibles with indefinite lives				
Trade names - indefinite life	—	450	—	450
Total indefinite-lived intangible assets		$ 450	$ —	$ 450

	Average Amortization Period (in years)	December 31, 2021		
		Gross Carrying Amount	Accumulated Amortization	Intangible Assets, net
Intangibles with definite lives				
Customer relationships	10	$ 4,940	$ (4,224)	$ 716
Trade names - finite life	12	800	(389)	411
Manufacturing know-how	19	8,240	(1,652)	6,588
Developed technology	8	20,600	-	20,600
Total definite-lived intangible assets		$ 34,580	$ (6,265)	$ 28,315
Intangibles with indefinite lives				
Trade names - indefinite life	—	450	—	450
Total indefinite-lived intangible assets		$ 450	$ —	$ 450

Amortization expense for the three months ended March 31, 2022 and 2021 were $0.9 million and $0.3 million, respectively. The following table summarizes the future estimated amortization expense relating to the Company's definite-lived intangible assets as of March 31, 2022 (in thousands):

Period	Amortization Expense
2022	$ 3,374
2023	3,594
2024	3,449
2025	3,306
2026	3,133
Thereafter	10,584
	$ 27,440

d. Accrued and Other Current Liabilities

Accrued and other current liabilities consist of the following (in thousands):

	March 31, 2022	December 31, 2021
Payroll and related expenses	$ 3,189	$ 5,188
Accrued severance	474	248
Accrued commissions	3,020	4,329
Accrued manufacturing	30	121
Deferred and contingent consideration, current portion	2,567	2,431
Audit, consulting and legal fees	131	185
Accrued sales and marketing expenses	189	159
Lease liabilities	1,727	1,666
Other	6,728	6,971
	$ 18,055	$ 21,298

e. Accrued warranties

The following table provides a rollforward of the accrued assurance-type warranties (in thousands):

	Three Months Ended March 31,	
	2022	2021
Balance as of January 1	$ 2,505	$ 1,934
Warranty costs incurred during the period	(158)	(31)
Changes in accrual related to warranties issued during the period	267	195
Changes in accrual related to pre-existing warranties	24	5
Balance as of March 31	$ 2,638	$ 2,103

As of March 31, 2022 and 2021, both balances are included in “Warranty reserve and other long-term liabilities”.

f. Liabilities measured at fair value

Certain assets and liabilities are carried at fair value under GAAP. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs.

Financial assets and liabilities carried at fair value are to be classified and disclosed in one of the following three levels of the fair value hierarchy, of which the first two are considered observable and the last is considered unobservable:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Observable inputs (other than Level 1 quoted prices) such as quoted prices in active markets for similar assets or liabilities, quoted prices in markets that are not active for identical or similar assets or liabilities, or other inputs that are observable or can be corroborated by observable market data.
- Level 3 — Unobservable inputs that are supported by little or no market activity and that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

Contingent consideration

The contingent consideration balance consists of milestone payments related to the acquisition of AuraGen and future royalty payments related to the acquisition of BIOCORNEUM.

The Company assessed the fair value of all contingent consideration using a Monte-Carlo simulation model. The contingent consideration related to AuraGen is based on the achievement of certain clinical endpoints following the completion of a study measuring retention rates using the fat grafting products. The significant assumptions utilized in the fair value measurement was the probable retention rate based on historical data and the Company's equity volatility of 100%. Any subsequent changes to the fair value of contingent consideration will be recorded as an adjustment to the carrying value of the assets acquired.

The contingent consideration related to the acquisition of BIOCORNEUM consists of royalty obligations based on future net sales for a defined term, beginning in 2024. The significant assumption utilized in the fair value measurement was the discount rate, which was 21.0%.

As these inputs are not observable, the overall fair value measurement of the contingent consideration is classified as

Level 3.

The following tables present information about the Company's liabilities that are measured at fair value on a recurring basis as of March 31, 2022 and December 31, 2021 and indicate the level of the fair value hierarchy utilized to determine such fair value (in thousands):

	Fair Value Measurements as of March 31, 2022 Using:			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Liability for contingent consideration	$ —	$ —	$ 3,039	$ 3,039
	$ —	$ —	$ 3,039	$ 3,039

	Fair Value Measurements as of December 31, 2021 Using:			
	Level 1	Level 2	Level 3	Total
Liabilities:				
Liability for contingent consideration	$ —	$ —	$ 3,114	$ 3,114
	$ —	$ —	$ 3,114	$ 3,114

The following table provides a rollforward of the aggregate fair values of the Company's liabilities for which fair value is determined by Level 3 inputs (in thousands):

	Contingent consideration liability
Balance, December 31, 2021	$ 3,114
Change in fair value	(75)
Balance, March 31, 2022	$ 3,039

The liability for the current portion of contingent consideration is included in "Accrued and other current liabilities" and the long-term portion is included in "Deferred and contingent consideration" in the condensed consolidated balance sheets.

6. Leases

Components of lease expense were as follows:

		Three Months Ended March 31,	
Lease Cost	**Classification**	**2022**	**2021**
Operating lease cost	Operating expenses	$ 414	$ 428
Operating lease cost	Inventory	114	100
Sublease income	Operating expenses	(233)	—
Total operating lease cost		$ 295	$ 528
Finance lease cost			
Amortization of right-of-use assets	Operating expenses	3	10
Amortization of right-of-use assets	Inventory	12	12
Interest on lease liabilities	Other income (expense), net	1	2
Total finance lease cost		$ 16	$ 24
Total lease cost		$ 311	$ 552

Short-term lease expense for the three months ended March 31, 2022 and 2021 was not material.

Supplemental cash flow information related to operating and finance leases for the three months ended March 31, 2022 was as follows (in thousands):

	2022	2021
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash outflows from operating leases	$ 407	$ 418
Operating cash outflows from finance leases	13	24

Supplemental balance sheet information related to operating and finance leases was as follows (in thousands, except lease term and discount rate):

	March 31, 2022	December 31, 2021
Reported as:		
Other assets		
Operating lease right-of-use assets	$ 6,102	$ 6,488
Finance lease right-of-use assets	63	77
Total right-of use assets	$ 6,165	$ 6,565
Accrued and other current liabilities		
Operating lease liabilities	$ 1,655	$ 1,595
Finance lease liabilities	72	71
Warranty reserve and other long-term liabilities		
Operating lease liabilities	5,129	5,576
Finance lease liabilities	17	28
Total lease liabilities	$ 6,873	$ 7,270
Weighted average remaining lease term (years)		
Operating leases	4	4
Finance leases	1	2
Weighted average discount rate		
Operating leases	8.19%	8.16%
Finance leases	6.90%	6.90%

As of March 31, 2022, maturities of the Company's operating and finance lease liabilities are as follows (in thousands):

Period	Operating leases	Finance leases	Total
2022	$ 1,665	$ 50	$ 1,715
2023	2,267	38	2,305
2024	1,816	4	1,820
2025	896	—	896
2026	851	—	851
2027	582	—	582
Total lease payments	$ 8,077	$ 92	$ 8,169
Less imputed interest	1,293	3	1,296
Total lease liabilities	$ 6,784	$ 89	$ 6,873

7. Debt

On March 30, 2022 (the “Effective Date”), the Company entered into a Third Amendment (the “Third Amendment”) to the Term Loan Agreement, with certain of the Company’s wholly owned subsidiaries, the lenders party thereto and MidCap, in order to provide the Company an additional tranche of funding and allow the Company to draw the fourth tranche. The Third Amendment provided that the fourth tranche of $5,000,000 was to be drawn on March 31, 2022. Additionally, the Third Amendment provides the Company with a sixth tranche pursuant to which the Company may draw $9,000,000 any time after January 1, 2023 until March 31, 2023. The Third Amendment also eliminated the minimum unrestricted cash requirement and reset the minimum Net Revenue (as defined therein) requirements based on the Company’s 12-month trailing Net Revenue. Finally, the Third Amendment increased the prepayment fee by 0.5% until following the third anniversary of the Effective Date, at which point no prepayment fee shall apply.

As of March 31, 2022, there was $21.0 million of outstanding principal and $0.3 million of an exit fee payable related to the term loans, reduced by unamortized debt issuance costs of $0.8 million included in "Current portion of long-term debt" and $0.5 million included in “Long-term debt” on the condensed consolidated balance sheets.

Also on March 30, 2022, the Company entered into a Sixth Amendment (the “Sixth Amendment”) to the Revolving Loan Agreement, with certain of the Company’s wholly owned subsidiaries, the lenders party thereto and MidCap. The Sixth Amendment modified the Net Revenue (as defined therein) requirement in a manner consistent with the modification under the Restated Term Loan Agreement. In addition, the Sixth Amendment made other conforming changes to the Restated Term Loan Agreement.

As of March 31, 2022, there were $2.5 million outstanding under the Revolving Loan. As of March 31, 2022, the unamortized debt issuance costs related to the revolving loan was approximately $41,000 and was included in “Other assets” on the condensed consolidated balance sheets.

The amortization of debt issuance costs on the term loan and the revolving loan for the three months ended March 31, 2022 and 2021 were $0.1 million and $0.2 million, respectively, and was included in interest expense in the condensed consolidated statements of operations.

The Credit Agreements include customary affirmative and restrictive covenants and representations and warranties, including a financial covenant for minimum revenues, a financial covenant for minimum cash requirements, a covenant against the occurrence of a “change in control,” financial reporting obligations, and certain limitations on indebtedness, liens, investments, distributions, collateral, mergers or acquisitions, taxes, and deposit accounts. Upon the occurrence of an event of default, a default interest rate of an additional 5.0% may be applied to any outstanding principal balances, and MidCap may declare all outstanding obligations immediately due and payable and take such other actions as set forth in the Credit Agreements. The Company’s obligations under the Credit Agreements are secured by a security interest in substantially all of the Company’s assets.

Convertible Note

As of March 31, 2022, the unamortized debt discount and issuance costs were $11.7 million and included in “Long-term debt” on the condensed consolidated balance sheet. The Company will amortize the debt discount and debt issuance costs to interest expense under the effective interest method over the term of the Note, at a resulting effective interest rate of approximately 12%. For the three months ended March 31, 2022 and 2021, the amortization of the convertible debt discount and issuance costs were $0.8 million and $0.7 million, respectively. Both were included in interest expense in the condensed consolidated statements of operations.

Future Principal Payments of Debt

The future schedule of principal payments for all outstanding debt as of March 31, 2022 was as follows (in thousands):

Fiscal Year		
2022	$	2,460
2023		14,000
2024		7,000
2025		60,000
Total	$	83,460

8. Stockholders' Equity

a. Authorized Stock

The Company's Amended and Restated Certificate of Incorporation authorizes the Company to issue 210,000,000 shares of common and preferred stock, consisting of 200,000,000 shares of common stock with $0.01 par value and 10,000,000 shares of preferred stock with $0.01 par value. As of March 31, 2022 and December 31, 2021, the Company had no preferred stock issued or outstanding.

b. Stock Option Plans

As of March 31, 2022, a total of 2,290,949 shares of the Company's common stock were available for issuance under the 2014 Plan. As of March 31, 2022, inducement grants for 2,342,893 shares of common stock have been awarded, and 272,313 shares of common stock were available for future issuance under the Inducement Plan.

Options under the 2007 Plan and the 2014 Plan may be granted for periods of up to ten years as determined by the Company's board of directors, provided, however, that (i) the exercise price of an ISO shall not be less than 100% of the estimated fair value of the shares on the date of grant, and (ii) the exercise price of an ISO granted to a more than 10% shareholder shall not be less than 110% of the estimated fair value of the shares on the date of grant. An NSO has no such exercise price limitations. NSOs under the Inducement Plan may be granted for periods of up to ten years as determined by the board of directors, provided, the exercise price will not be less than 100% of the estimated fair value of the shares on the date of grant. Options generally vest with 25% of the grant vesting on the first anniversary and the balance vesting monthly on a straight-lined basis over the requisite service period of three additional years for the award. Additionally, options have been granted to certain key executives that vest upon achievement of performance conditions based on performance targets as defined by the board of directors, which have included net sales targets and defined corporate objectives over the performance period with possible payout ranging from 0% to 100% of the target award. Compensation expense is recognized on a straight-lined basis over the vesting term of one year based upon the probable performance target that will be met. The vesting provisions of individual options may vary but provide for vesting of at least 25% per year.

The following summarizes all option activity under the 2007 Plan, 2014 Plan and Inducement Plan:

	Option Shares		Weighted average exercise price	Weighted average remaining contractual term (year)
Balances at December 31, 2021	1,703,963	$	4.75	5.41
Granted	150,000		—	
Forfeited	(8,598)		13.49	
Balances at March 31, 2022	1,845,365	$	4.32	5.56

For stock-based awards the Company recognizes compensation expense based on the grant date fair value using the Black-Scholes option valuation model. Stock-based compensation expense related to stock options for both the three

months ended March 31, 2022 and 2021 were $0.1 million. As of March 31, 2022, unrecognized compensation costs related to stock options was $1.7 million.

c. Restricted Stock Units

The Company has issued restricted stock unit awards, or RSUs, under the 2014 Plan and the Inducement Plan. The RSUs issued to employees generally vest on a straight-line basis annually over a 3-year requisite service period. RSUs issued to non-employees generally vest either monthly or annually over the service term.

Activity related to RSUs is set forth below:

	Number of shares	Weighted average grant date fair value
Balances at December 31, 2021	2,799,552	$ 8.11
Granted	2,683,961	2.54
Vested	(265,331)	5.17
Forfeited	(18,831)	0.31
Balances at March 31, 2022	5,199,351	$ 5.41

Stock-based compensation expense for RSUs for the three months ended March 31, 2022 and 2021 was $1.9 million and $2.9 million, respectively. As of March 31, 2022, there was $13.5 million of total unrecognized compensation costs related to non-vested RSU awards. The cost is expected to be recognized over a weighted average period of approximately 2.32 years.

d. Employee Stock Purchase Plan

The Company's board of directors adopted the 2014 Employee Stock Purchase Plan, or ESPP, in July 2014, and the stockholders approved the ESPP in October 2014. The ESPP allows eligible employees to purchase shares of the Company's common stock at a discount through payroll deductions of up to 15% of their eligible compensation, subject to any plan limitations. The ESPP provides for offering periods not to exceed 27 months, and each offering period will include purchase periods, which will be the approximately six-month period commencing with one exercise date and ending with the next exercise date. Employees are able to purchase shares at 85% of the lower of the fair market value of the Company's common stock on the first trading day of the offering period or on the purchase date. A total of 255,500 shares of common stock were initially reserved for issuance under the ESPP, subject to certain annual increases.

During the three months ended March 31, 2022, employees purchased 139,574 shares of common stock at a weighted average price of $2.36 per share. As of March 31, 2022, the number of shares of common stock available for future issuance was 1,735,734.

The Company estimated the fair value of employee stock purchase rights using the Black-Scholes model. Stock-based compensation expense related to the ESPP was $0.1 million for both the three months ended March 31, 2022 and 2021.

e. Significant Modifications

During the three months ended March 31, 2022 and 2021, there were no material modifications of equity awards.

9. Net Loss Per Share

Basic net loss per share attributable to common stockholders is computed by dividing net loss by the weighted average number of common shares outstanding during each period. Diluted net loss per share is computed by dividing net loss available to common stockholders by the weighted average number of common shares and dilutive potential common share equivalents then outstanding, to the extent they are dilutive. Potential dilutive shares consist of shares that could

occur if securities or other contracts to issue common stock were exercised or converted into common stock. Dilutive net loss per share is the same as basic net loss per share for all periods presented because the effects of potentially dilutive items were anti-dilutive.

	Three Months Ended March 31,	
	2022	2021
Loss from continuing operations	$ (17,985)	$ (56,611)
Income (loss) from discontinued operations, net of income taxes	(56)	1,921
Net loss	$ (18,041)	$ (54,690)
Weighted average common shares outstanding, basic and diluted	62,334,073	54,321,146
Basic and diluted net loss per share attributable to common stockholders		
Continuing operations	$ (0.29)	$ (1.04)
Discontinued operations	(0.00)	0.03
Basic and diluted net loss per share	$ (0.29)	$ (1.01)

The Company excluded the following potentially dilutive securities, outstanding for the three months ended March 31, 2022 and 2021, from the computation of diluted net loss per share attributable to common stockholders for the three months ended March 31, 2022 and 2021 because they had an anti-dilutive impact due to the net loss attributable to common stockholders incurred for the periods.

	Three Months Ended March 31,	
	2022	2021
Stock issuable upon conversion of convertible note	14,634,146	14,634,146
Stock options to purchase common stock	30,033	1,687,409
Unvested RSUs	2,668,069	1,902,195
	17,332,248	18,223,750

10. Income Taxes

The Company operates in several tax jurisdictions and is subject to taxes in each jurisdiction in which it conducts business. To date, the Company has incurred cumulative net losses and maintains a full valuation allowance on its net deferred tax assets due to the uncertainty surrounding realization of such assets. The Company had no tax expense for both the three months ended March 31, 2022 and 2021.

11. Segment Information

Following the sale of the miraDry business on June 10, 2021, the Company has one reportable segment named Plastic Surgery, formally known as Breast Products. The Plastic Surgery segment focuses on sales of silicone gel breast implants, tissue expanders, scar management products, and the fat grafting system under the brands Sientra Smooth, Sientra Teardrop, AlloX2, Dermaspan, Softspan, BIOCORNEUM, and AuraGen.

The net sales, net operating loss and net assets for the Plastic Surgery segment are presented in the condensed consolidated statement of operations and condensed consolidated balance sheets as continuing operations.

12. Commitments and Contingencies

The Company is subject to claims and assessment from time to time in the ordinary course of business. The Company accrues a liability for such matters when it is probable that future expenditures will be made and such expenditures can be reasonably estimated.

Product Liability Litigation

On October 7, 2019, a lawsuit was filed in the Superior Court of the State of California against the Company and Silimed Industria de Implantes Ltda. (the Company's former contract manufacturer). The lawsuit alleges that the Company's textured breast implants caused certain of the plaintiffs to develop a condition known as breast implant associated anaplastic large cell lymphoma ("BIA-ALCL"), and that the Company is liable to the plaintiffs based on claims for strict liability (failure to warn), strict liability (defective manufacture), negligence and loss of consortium. On January 21, 2020, the Company filed a demurrer to the plaintiff's complaint, which demurrer the Court granted in a tentative ruling dated March 9, 2021 with leave to replead. The Plaintiffs filed an amended complaint on April 6, 2021 and the Company filed a demurrer to that complaint on May 6, 2021. On October 25, 2021, the Court issued a ruling granting the Company's demurrer in-part and denying it in-part, and gave plaintiffs twenty days to file an amendment complaint. A second amended complaint was filed on November 19, 2021. On December 3, 2021 the Company filed a renewed motion for demurrer as to all plaintiffs based on the recent FDA labelling updates on BIA-ALCL warnings. On January 5, 2022 the Company filed a demurrer to the second amended complaint as to plaintiff Craft and otherwise filed an Answer denying the remaining plaintiff's claims and asserting affirmative defenses. The Company's renewed demurrer as to all plaintiffs, and demurrer as to Craft is scheduled for oral argument on September 20, 2022. The Company intends to vigorously defend itself in this lawsuit. Given the nature of this case, the Company is unable to estimate the reasonably possible loss or range of loss, if any, arising from this matter.

On September 23, 2020, a lawsuit was filed in the Eastern District of Tennessee against the Company. The lawsuit alleges that the Company's textured breast implants caused certain of the plaintiffs to develop a condition known as breast implant associated anaplastic large cell lymphoma ("BIA-ALCL"), and that the Company is liable to the plaintiffs based on claims for negligence, strict liability (manufacturing defects), strict liability (failure to warn), breach of express and implied warranties, and punitive damages. The Company filed a motion to dismiss the complaint on December 7, 2020. On February 28, 2022 the Court granted the Company's motion, and dismissed the plaintiff's complaint with prejudice. On March 28, 2022, the plaintiff filed a motion for reconsideration of the Court's order. The Company opposed that motion on April 11, 2022.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and related notes included in this Quarterly Report on Form 10-Q and the audited financial statements and notes thereto as of and for the year ended December 31, 2021 and the related Management's Discussion and Analysis of Financial Condition and Results of Operations are contained in our Annual Report on Form 10-K for the year ended December 31, 2021, filed with the Securities and Exchange Commission on March 31, 2022, or the Annual Report. Unless the context requires otherwise, references in this Quarterly Report on Form 10-Q to "Sientra," "the Company," "we," "us" and "our" refer to Sientra, Inc. and its consolidated subsidiaries.

Forward-Looking Statements

The information in this discussion contains forward-looking statements and information within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, which are subject to the "safe harbor" created by those sections. These forward-looking statements include, but are not limited to, statements concerning our strategy, future operations, future financial position, future revenues, projected costs, prospects and plans and objectives of management, and the impact of global economic conditions and public health crises and epidemics, such as the COVID-19 pandemic, on our business and industry. The words "anticipates," "believes," "estimates," "expects," "intends," "may," "plans," "projects," "will," "would" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements that we make. These forward-looking statements involve risks and uncertainties that could cause our actual results to differ materially from those in the forward-looking statements, including, without limitation, the risks set forth in Part II, Item 1A, "Risk Factors" in this Quarterly Report on Form 10-Q, the risks set forth in Part I, Item 1A, in the Annual Report, and in our other filings with the SEC. The forward-looking statements are applicable only as of the date on which they are made, and we do not assume any obligation to update any forward-looking statements.

Overview

We are a medical aesthetics company uniquely focused on becoming the leader of transformative treatments and technologies focused on progressing the art of plastic surgery. We were founded to provide greater choices to board-certified plastic surgeons and patients in need of medical aesthetics products. We have developed a broad portfolio of products with technologically differentiated characteristics, supported by independent laboratory testing and strong clinical trial outcomes. We sell our breast implants in the U.S. for augmentation procedures exclusively to board-certified and board-admissible plastic surgeons and tailor our customer service offerings to their specific needs, which we believe helps secure their loyalty and confidence. In 2020, we also began to sell our breast implants in Japan through a distributor partner. We sell our breast tissue expanders for reconstruction procedures predominantly to hospitals and surgery centers, and our BIOCORNEUM scar management products to plastic surgeons, dermatologists and other specialties.

As discussed in Recent developments below, we completed the sale of the miraDry business on June 10, 2021, and as a result the miraDry business met the criteria to be reported as discontinued operations. Therefore, we are reporting the historical results of miraDry, including the results of operations, cash flows, and related assets and liabilities, as discontinued operations for all periods presented herein through the date of the Sale. Unless otherwise noted, the unaudited condensed consolidated financial statements have all been revised to reflect continuing operations only. Following the Sale, we have one operating segment in continuing operations named Plastic Surgery, formerly known as Breast Products.

Our Plastic Surgery segment focuses on sales of our breast implants, tissue expanders and scar management products. We currently sell our products in the U.S. through a direct sales organization, which as of March 31, 2022, consisted of 76 employees, including 10 sales managers.

Recent developments

Health Canada Approval

On March 23, 2022, we received approval from Health Canada to begin commercialization of its smooth round HSC and HSC+ silicone gel breast implants in Canada. Following this approval, we began commercialization in Canada with our distribution partner, Kai Aesthetics, Inc.

COVID-19 Pandemic

As an aesthetics company, surgical procedures involving our breast products are susceptible to local and national government restrictions, such as social distancing, vaccination requirements, "shelter in place" orders and business closures, due to the economic and logistical impacts these measures have on consumer demand as well as the practitioners' ability to administer such procedures. The inability or limited ability to perform such non-emergency procedures and patients electing to postpone elective aesthetics procedures due to the pandemic significantly harmed our revenues since the second quarter of 2020 and continued to harm our revenues during the three months ended March 31, 2022. While many states have lifted certain restrictions on non-emergency procedures and procedural volume rates for non-emergency procedures have been recovering, we will likely continue to experience future harm to our revenues while existing or new restrictions remain in place. It is not possible to accurately predict the length or severity of the COVID-19 pandemic or the impact on our business, including the timing for a broad and sustained ability to perform non-emergency procedures involving our products. We continue to monitor and assess new information related to the COVID-19 pandemic, the actions taken to contain or treat COVID-19, as well as the economic impact on local, regional, national and international customers and markets.

Further, the spread of COVID-19 has caused us to modify our workforce practices, and we may take further actions that we determine are in the best interests of our employees or as required by governments. The continued spread of COVID-19, or another infectious disease, could also result in delays or disruptions in our supply chain or adversely affect our manufacturing facilities and personnel. Further, trade and/or national security protection policies may be adjusted as a result of the COVID-19 pandemic, such as actions by governments that limit, restrict or prevent the movement of certain goods into a country and/or region, and current U.S./China trade relations may be further exacerbated by the pandemic.

The estimates used for, but not limited to, determining the collectability of accounts receivable, fair value of long-lived assets and goodwill, and sales returns liability required could be impacted by the pandemic. While the full impact of COVID-19 is unknown at this time, we have made appropriate estimates based on the facts and circumstances available as of the reporting date. These estimates may change as new events occur and additional information is obtained.

Components of Operating Results

Net Sales

Our net sales include sales of silicone gel breast implants, tissue expanders and BIOCORNEUM. We recognize revenue on breast implants and tissue expanders, net of sales discounts and estimated returns, as the customer has a standard six-month window to return purchased breast implants and tissue expanders. We defer the value of our service warranty revenue and recognize it once all performance obligations have been met.

We expect that, in the future, our net sales will fluctuate on a quarterly basis due to a variety of factors, including seasonality of breast augmentation procedures and the impact of the pandemic. We believe that aesthetic procedures are subject to seasonal fluctuation due to patients planning their procedures leading up to the summer season and in the period around the winter holiday season.

Cost of Goods Sold and Gross Margin

Cost of goods sold consists primarily of raw material, labor, overhead, and variable manufacturing costs, reserve for product assurance warranties, royalty costs, excess and obsolete inventory reserves, and warehouse and other related costs.

With respect to our supplier contracts, all our products and raw materials are manufactured under contracts with fixed unit costs which can increase over time at specified amounts.

We provide an assurance and service warranty on our silicone gel breast implants. The estimated warranty costs are recorded at the time of sale. Costs related to our service warranty are recorded when expense is incurred related to meeting our performance obligations.

We expect our overall gross margin, which is calculated as net sales less cost of goods sold for a given period divided by net sales, to fluctuate in future periods primarily as a result of quantity of units sold, manufacturing price increases, the changing mix of products sold with different gross margins, warranty costs, overhead costs and targeted pricing programs.

Sales and Marketing Expenses

Our sales and marketing expenses primarily consist of salaries, bonuses, benefits, incentive compensation, stock-based compensation, consumer marketing, and travel for our sales, marketing and customer support personnel. Our sales and marketing expenses also include expenses for trade shows, our no-charge customer shipping program and no-charge product evaluation units, as well as educational and promotional activities. We expect our sales and marketing expenses to fluctuate in future periods as a result of headcount and timing of our marketing programs.

Research and Development Expenses

Our research and development, or R&D, expenses primarily consist of clinical expenses, product development costs, regulatory expenses, consulting services, outside research activities, quality control and other costs associated with the development of our products and compliance with Good Clinical Practices, or cGCP, requirements. R&D expenses also include related personnel and consultant compensation and stock-based compensation expense. We expense R&D costs as they are incurred. We expect our R&D expenses to vary as different development projects are initiated, including improvements to our existing products, expansions of our existing product lines, new product acquisitions and our clinical studies.

General and Administrative Expenses

Our general and administrative, or G&A, expenses primarily consist of salaries, bonuses, benefits, incentive compensation and stock-based compensation for our executive, financial, legal, and administrative functions. Other G&A expenses include deferred consideration adjustments, bad debt expense, outside legal counsel and litigation expenses, independent auditors and other outside consultants, corporate insurance, facilities and information technologies expenses. We expect future G&A expenses to remain consistent with the current period, and we also expect to continue to incur G&A expenses in connection with operating as a public company.

Other Income (Expense), net

Other income (expense), net primarily consists of interest income, interest expense, and amortization of issuance costs associated with our Credit Agreements.

Income Taxes

Income tax expense consists of an estimate for income taxes based on the projected income tax expense for the period. We operate in several tax jurisdictions and are subject to taxes in each jurisdiction in which we conduct business. To date, we have incurred cumulative net losses and maintain a full valuation allowance on our net deferred tax assets due to the uncertainty surrounding realization of such assets.

Critical Accounting Policies and Significant Judgments and Estimates

The preparation of our unaudited condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the revenues and expenses incurred during the reported periods. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We discussed accounting policies and assumptions that involve a higher degree of judgment and complexity in Note 1 of the "Notes to Financial Statements" in our audited financial statements included in the Annual Report. There have been no material changes to our critical accounting policies and estimates from those disclosed in the Annual Report.

Recent Accounting Pronouncements

Please refer to Note 1 of the "Notes to Financial Statements" in our audited financial statements included in the Annual Report on Form 10-K for information on recent accounting pronouncements and the expected impact on our unaudited condensed consolidated financial statements.

Results of Operations

Comparison of the Three Months Ended March 31, 2022 and 2021

The following table sets forth our results of operations for the three months ended March 31, 2022 and 2021:

	Three Months Ended March 31,	
	2022	2021
	(In thousands)	
Statement of operations data		
Net sales	$ 21,398	$ 18,312
Cost of goods sold	8,553	8,159
Gross profit	12,845	10,153
Operating expenses		
Sales and marketing	15,588	11,819
Research and development	3,144	2,195
General and administrative	10,208	7,911
Total operating expenses	28,940	21,925
Loss from operations	(16,095)	(11,772)
Other income (expense), net		
Interest income	2	2
Interest expense	(1,897)	(2,004)
Change in fair value of derivative liability	—	(42,740)
Other income (expense), net	5	(97)
Total other income (expense), net	(1,890)	(44,839)
Loss from continuing operations before income taxes	(17,985)	(56,611)
Income tax expense	—	—
Loss from continuing operations	(17,985)	(56,611)
Income (loss) from discontinued operations, net of income taxes	(56)	1,921
Net loss	$ (18,041)	$ (54,690)

Net Sales

Net sales increased $3.1 million, or 16.9%, to $21.4 million for the three months ended March 31, 2022 as compared to $18.3 million for the three months ended March 31, 2021. The increase was primarily due to an increase in the volume of domestic sales of gel implants, expanders, and BioCorneum.

As of March 31, 2022 and 2021, our sales organization included 76 employees and 66 employees, respectively.

Cost of Goods Sold and Gross Margin

Cost of goods sold increased $0.4 million, or 4.8%, to $8.6 million for the three months ended March 31, 2022 as compared to $8.2 million for the three months ended March 31, 2021. The increase was primarily due to an increase in the sales volume of the Company's products.

The gross margins for the three months ended March 31, 2022 and 2021 were 60.0% and 55.4%, respectively. The increase was primarily due to a decrease in the unit cost of gel implants combined with a decrease in period distribution and production costs.

Sales and Marketing Expenses

Sales and marketing expenses increased $3.8 million, or 31.9%, to $15.6 million for the three months ended March 31, 2022 as compared to $11.8 million for the three months ended March 31, 2021. The increase was primarily due to increases in shipping expenses associated with the increased volume of sales of products, employee payroll, travel expenses, and increased marketing initiatives.

Research and Development Expenses

R&D expenses increased $0.9 million, or 43.2%, to $3.1 million for the three months ended March 31, 2022 as compared to $2.2 million for the three months ended March 31, 2021. The increase was primarily due to increases in costs related to clinical and regulatory activities, and product development expense.

General and Administrative Expenses

G&A expenses increased $2.3 million, or 29.0%, to $10.2 million for the three months ended March 31, 2022 as compared to $7.9 million for the three months ended March 31, 2021. The increase was primarily due to increases in employee payroll, depreciation and amortization expense, expenses associated with our information technology systems subsequent to their implementation, including training and data conversion costs, severance expense, and insurance expense, offset by decreases in legal and audit expenses, stock compensation expenses, and an increase in sublease income.

Other Income (Expense), net

Other income (expense), net for the three months ended March 31, 2022 decreased as compared to the three months ended March 31, 2021 primarily due to a change in the fair value of the derivative liability in the prior period which did not reoccur in the current period, after its reclassification to equity following the amendment in September 2021.

Income Tax Expense

For the three months ended March 31, 2022 and 2021 there was no income tax expense.

Income (loss) from discontinued operations

Loss from discontinued operations for the three months ended March 31, 2022 increased $2.0 million due to the sale of the miraDry business.

Liquidity and Capital Resources

Since our inception, we have incurred significant net operating losses and anticipate that our losses will continue in the near term. We expect our operating expenses will remain consistent and we will need to generate significant net sales to achieve profitability. To date, we have funded our operations primarily with proceeds from the sales of preferred stock, borrowings under our term loans and convertible note, sales of our products, and the proceeds from the sale of our common stock in public offerings. We continue to evaluate our overall capital needs, and while we believe we have sufficient capital resources to continue as a going concern over the next twelve months, we may be required to raise additional debt or equity capital to fund ongoing operations.

As of March 31, 2022, we had $38.9 million in cash and cash equivalents. Our historical cash outflows have primarily been associated with research and development activities and activities relating to commercialization and increases in working capital. In addition, we have used cash to fund the acquisitions of AuraGen, BIOCORNEUM, Vesta, and the tissue expander portfolio.

Debt financing – recent developments

Refer to Note 7 to the condensed consolidated financial statements for a full description and updates to all of our long-term debt, revolving line of credit, and convertible note.

Cash Flows

The following table shows a summary of our cash flows (used in) provided by operating, investing and financing activities from continuing operations, as well as from discontinued operations for the periods indicated (in thousands):

	Three Months Ended March 31,	
	2022	2021
Net cash (used in) provided by:		
Operating activities - continuing operations	$ (17,859)	$ (12,805)
Investing activities - continuing operations	(246)	(1,321)
Financing activities - continuing operations	5,271	39,393
Net change in cash, cash equivalents and restricted cash from continuing operations	(12,834)	25,267
Net cash provided by (used in) discontinued operations	(56)	138
Net change in cash, cash equivalents and restricted cash	$ (12,890)	$ 25,405

Cash flow from operating activities of continuing operations

Net cash used in operating activities was $17.9 million during the three months ended March 31, 2022 as compared to $12.8 million during the three months ended March 31, 2021. The increase in cash used in operating activities between the three months ended March 31, 2022 and 2021 was primarily associated with increases in accounts receivable and inventory.

Cash flow from investing activities of continuing operations

Net cash used in investing activities was $0.2 million during the three months ended March 31, 2022 as compared to $1.3 million used during the three months ended March 31, 2021. The decrease in cash used was due to a decrease in property and equipment purchases.

Cash flow from financing activities of continuing operations

Net cash provided by financing activities was $5.3 million during the three months ended March 31, 2022 as compared to $39.4 million during the three months ended March 31, 2021. The decrease in cash provided by financing activities was primarily due to an increase in proceeds from issuance of common stock in the prior period which did not reoccur in the current period and repayment of the Revolving Loan, offset by borrowings under the Term Loan and Revolving Loan.

Cash flow from discontinued operations

Net cash used by discontinued operations was $0.1 million during the three months ended March 31, 2022 as compared to $0.1 million provided during the three months ended March 31, 2021. The change in cash flows was primarily driven by higher activity in the miraDry business in the prior period and less activity in the current period subsequent to the sale of the miraDry business.

Our liquidity position and capital requirements are subject to a number of factors. For example, our cash inflow and outflow may be impacted by the following:

- the ability of our implant manufacturing facility in Franklin, Wisconsin, to meet capacity to meet customer requirements and maintain unit costs that will drive gross margin;
- the ability of our third-party tissue expander manufacturing facility operated by SiMatrix to meet capacity to meet customer requirements;
- net sales generated and any other future products that we may develop and commercialize;
- the scope and duration of the COVID-19 pandemic and its effect on our operations;
- costs associated with expanding our sales force and marketing programs;
- cost associated with developing and commercializing our proposed products or technologies;
- expenses we incur in connection with potential litigation or governmental investigations;
- cost of obtaining and maintaining regulatory clearance or approval for our current or future products;
- cost of ongoing compliance with regulatory requirements, including compliance with Sarbanes-Oxley;
- anticipated or unanticipated capital expenditures; and
- unanticipated G&A expenses.

Our primary short-term capital needs, which are subject to change, include expenditures related to:

- support of our sales and marketing efforts related to our current and future products;
- new product acquisition and development efforts;

- facilities expansion needs; and
- investment in inventory required to meet customer demands.

Although we believe the foregoing items reflect our most likely uses of cash in the short-term, we cannot predict with certainty all of our particular short-term cash uses or the timing or amount of cash used. If cash generated from operations is insufficient to satisfy our working capital and capital expenditure requirements, we may be required to sell additional equity or debt securities or obtain credit facilities. Additional capital, if needed, may not be available on satisfactory terms, if at all. Furthermore, any additional equity financing may be dilutive to stockholders, and debt financing, if available, may include restrictive covenants. For a discussion of other factors that may impact our future liquidity and capital funding requirements, see "Risk Factors — Risks Related to Our Financial Results" in our Annual Report on Form 10-K.

Off-Balance Sheet Arrangements

During the periods presented we did not have, nor do we currently have, any off-balance sheet arrangements as defined under SEC rules.

ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Under SEC rules and regulations, as a smaller reporting company we are not required to provide the information required by this item.

ITEM 4: CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with U.S. GAAP. We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our periodic and current reports that we file with the SEC is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer, or CEO, and Chief Financial Officer, or CFO, as appropriate, to allow timely decisions regarding required disclosure.

As of March 31, 2022, we carried out an evaluation, under the supervision and with the participation of our management, including our CEO and CFO, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based on that evaluation, the CEO and CFO concluded that the Company's disclosure controls and procedures were effective as of such date.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we are involved in legal proceedings and regulatory proceedings arising out of our operations. We establish reserves for specific liabilities in connection with legal actions that we deem to be probable and estimable. The ability to predict the ultimate outcome of such matters involves judgments, estimates, and inherent uncertainties. The actual outcome of such matters could differ materially from management's estimates. Information regarding certain legal proceedings is provided in this Quarterly Report in Note 12 of the condensed consolidated financial statements.

ITEM 1A. RISK FACTORS

Except as set forth below, there have been no material changes from the risk factors disclosed in Part I, Item 1A, of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021, which are incorporated herein by reference.

Contracting with any third-party manufacturer and supplier involves inherent risks and various factors outside our direct control that may adversely affect the manufacturing and supply of our products.

Our reliance on any third-party manufacturer, including NuSil, which supplies our silicone materials, Formulated Solutions, LLC, or Formulated Solutions, which supplies our BIOCORNEUM scar management products, SiMatrix, a Vesta subsidiary that supplies our tissue expanders or any other third-party manufacturer we procure and qualify for the manufacture of our breast products involves a number of risks. Changes that our manufacturers may make outside the purview of our direct control, or other mistakes and mishandling of our products, can have an impact on our processes and quality, as well as the successful delivery of our products. Additionally, if any third-party manufacturer becomes unable or unwilling to supply our products, we may not be able to find an alternate supplier in a timely manner. For example, there are only a few suppliers of medical-grade silicone available, and if these suppliers become unable or unwilling to supply medical-grade silicone to Formulated Solutions, SiMatrix or any other manufacturer that we may engage with, an alternate supply of medical-grade silicone may not be able to be found in a timely manner.

Additionally, recent events may result in a global supply shortage of medical-grade silicone. In December 2021, the United States adopted the Uyghur Forced Labor Prevention Act ("UFLPA") which creates a rebuttable presumption that any goods, wares, articles, and merchandise mined, produced, or manufactured in whole or in part in the Xinjiang Uyghur Administrative Region of China or that are produced by certain entities are prohibited from importation into the United States and are not entitled to entry. These import restrictions come into effect on June 21, 2022. Further, in early 2022, in response to actions taken by the Russia against Ukraine, the United States and other countries around the world undertook rapidly evolving and escalating campaigns targeting Russia and Belarus, and Russian and Belarussian entities and persons, with significant new economic sanctions designations and embargoes, financial restrictions, trade controls and other government restrictions. These regions make up a large portion of the global supply of medical-grade silicone. While we are not presently aware of any direct impacts these restrictions have had on our suppliers' supply chains, disruptions resulting from the conflict in Ukraine and the UFLPA may materially and negatively impact our suppliers' ability to obtain a sufficient supply of medical-grade silicone necessary to meet the quantity and/or timing of our product demands.

Our existing manufacturing contracts will also expire, and there can be no assurance that our contracting counterparties will agree to continue to manufacture and supply our products or they may impose increased pricing terms if the contract is renegotiated or renewed.

Some of the additional risks with relying on third-party manufacturers and suppliers include:

- our products may not be manufactured in accordance with agreed upon specifications or in compliance with regulatory requirements or cGMP, or the manufacturing facilities may not be able to maintain compliance with regulatory requirements or cGMP, which could negatively affect the safety or efficacy of our products or cause delays in shipments of our products;
- we may not be able to timely respond to unanticipated changes in customer orders, and if orders do not match forecasts, we may have excess or inadequate inventory of materials and components;
- our products may be mishandled while in production or in preparation for transit;
- we are subject to transportation and import and export risk, particularly given the global nature of our supply chain;
- the third-party manufacturer may discontinue manufacturing and supplying products to us for risk management reasons;
- the third-party manufacturer may lose access to critical services and components, resulting in an interruption in the manufacturing or shipment of our products;
- the third-party manufacturer may encounter financial or other hardships unrelated to us and our demand for products, which could inhibit our ability to fulfill our orders;
- there may be delays in analytical results or failure of analytical techniques that we depend on for quality control and release of products;
- natural disasters, disease pandemics impacting the supply chain (such as the recent Coronavirus outbreak), wars or other conflicts (including the ongoing conflict in the Ukraine), labor disputes, financial distress, lack of raw material supply, issues with facilities and equipment or other forms of disruption to business operations affecting our manufacturer or its suppliers may occur;
- latent defects may become apparent after products have been released and which may result in a recall of such products; and
- there are inherent risks if we contract with manufacturers located outside of the United States, including the risks of economic change, recession, labor strikes or disruptions, political turmoil, new or changing tariffs or trade barriers, new or different restrictions on importing or exporting, civil unrest, infrastructure failure, cultural differences in doing business, lack of contract enforceability, lack of protection for intellectual property, war and terrorism.

The materialization of any of these risks and limitations inherent in a third-party manufacturing contractual relationship could significantly increase our costs, impair our ability to generate net sales, and adversely affect market acceptance of our products and customers may instead purchase or use our competitors' products, which could materially adversely and severely affect our business, financial condition and results of operations.

There are numerous risks in relying on sole suppliers to manufacture our products, which, individually or in the aggregate, could have a material adverse and severe effect on our business, financial condition and results of operations.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

The following exhibits are filed or furnished as part of this report:

Number	Description
10.1*	Third Amendment to Second Amended and Restated Credit and Security Agreement (Term Loan), dated March 30, 2022, between the Company, Mist Holdings, Inc., Mist, Inc., Mist International, Inc, MidCap Financial Trust, and the other lenders party thereto.
10.2*	Sixth Amendment to Amended and Restated Credit and Security Agreement (Revolving Loan), dated March 30, 2022, between the Company, Mist Holdings, Inc., Mist, Inc., Mist International, Inc, MidCap Financial Trust, and the other lenders party thereto (incorporated by reference to Exhibit 10.5 to the Company's Form 10-Q filed on August 10, 2021).
31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
32.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, and 18 U.S.C. Section 1350, as adopted pursuant Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Instance Document - the instance document does not appear in the interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

+ Management contract of compensatory plan.

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 thereunto duly authorized.

SIENTRA, INC.

May 12, 2022	By:	/s/ Ronald Menezes Ronald Menezes President and Chief Executive Officer
May 12, 2022	By:	/s/ Andrew C. Schmidt Andrew C. Schmidt Chief Financial Officer and Treasurer

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

Exhibit 10.1
Execution Version

THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT (TERM LOAN)

This THIRD AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT (TERM LOAN) (this "**Agreement**") is made as March 30, 2022, by and among **SIENTRA, INC.**, a Delaware corporation, **MIST HOLDINGS, INC.**, a Delaware corporation (formerly known as Miramar Labs, Inc. and MiraDry Holdings, Inc.), **MIST, INC**., a Delaware corporation (formerly known as Miramar Technologies, Inc. and MiraDry, Inc.), **MIST INTERNATIONAL, INC.**, a Delaware corporation (formerly known as MiraDry International, 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 Borrowers have entered into that certain Second Amended and Restated Credit and Security Agreement (Term Loan), dated as of February 5, 2021 (as supplemented by that certain Limited Consent to Second Amended and Restated Credit and Security Agreement (Term Loan), dated as of June 10, 2021, as amended by that certain First Amendment to Second Amended and Restated Credit and Security Agreement (Term Loan), dated as of July 14, 2021 and as further amended, modified, or supplemented prior to the date hereof, as amended by that certain Limited Consent and Second Amendment to Second Amended and Restated Credit and Security Agreement (Term Loan), dated as of December 31, 2021, the "**Existing 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 Borrowers in the amounts and manner set forth in the Credit Agreement.

B. Borrower has requested, and Agent and Lenders have agreed, to amend the Existing Credit Agreement to, among other things, add an additional term loan tranche, such that, from and after the effectiveness of this Agreement in accordance with Section 4 below, the terms and provisions of the Credit Agreement shall be as set forth on Exhibit A attached.

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 and Borrowers 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. 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. **Amendments to Existing Credit Agreement**. Subject to the terms and conditions of this Agreement, including, without limitation, the satisfaction of the conditions set forth in Section 5 hereof, the Existing Credit Agreement is hereby amended as set forth on Exhibit A attached hereto such that all of the newly inserted and underscored provisions and any formatting changes reflected therein shall be deemed inserted or made, as applicable, and all of the ~~stricken~~ provisions shall be deemed to be deleted therefrom, which Credit Agreement shall immediately and automatically become effective upon the effectiveness of this Agreement in accordance with Section 5 below. Schedules, Exhibits and Annexes to the Credit Agreement shall remain as in effect under the Credit Agreement, except with respect to the Schedules, Exhibits and Annexes set forth on Exhibit B attached hereto, which shall replace the corresponding Schedules, Exhibits and Annexes to the Credit Agreement in their entirety.

3. **Representations and Warranties; Reaffirmation of Security Interest.** To induce Agent and Lenders to enter into this Agreement, each Borrower does hereby represent warrant, represent and covenant to Agent and Lenders that (i) each representation and warranty set forth in the Financing Documents to which such Borrower is a party is hereby restated and reaffirmed as true, correct and complete in all material respects (without duplication of any materiality qualifier in the text of such representation or warranty) on and 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, (ii) no Default or Event of Default has occurred and is continuing as of the date hereof, (iii) Agent has and shall continue to have valid, enforceable and perfected first-priority liens, subject to Permitted Liens, on and security interests in the Collateral and all other collateral heretofore granted by Borrowers to Agent, for the benefit of Agent and each Lender, pursuant to the Financing Documents or otherwise granted to or held by Agent, for the benefit of Agent and each Lender and (iv) each Borrower has the power and is duly authorized to enter into, deliver and perform this Agreement and this Agreement is the legal, valid and binding obligation of such Borrower enforceable against such Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditor's rights generally or by general equitable principles. Nothing herein is intended to impair or limit the validity, priority or extent of Agent's security interests in and Liens on the Collateral.

4. **Costs and Fees.** Borrowers agree to promptly pay, or reimburse upon demand for, all reasonable and documented costs and expenses of Agent (including, without limitation, the reasonable and documented fees, costs and expenses of counsel to Agent) in connection with the preparation, negotiation, execution and delivery of this Agreement and any other Financing Documents or other agreements prepared, negotiated, executed or delivered in connection with this Agreement or transactions contemplated hereby, in accordance with Section 12.14 of the Credit Agreement.

5. **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) Agent shall have received (including by way of facsimile or other electronic transmission) a duly authorized, executed and delivered counterpart of the signature page to this Agreement from each Borrower, the Agent and the Lenders;

(b) Agent shall have received a fully executed copy of an amendment to the Affiliated Credit Agreement, in form and substance reasonably satisfactory to Agent;

(c) Agent shall have received an updated Perfection Certificate, in form and substance reasonably satisfactory to Agent;

(a) Agent shall have received a duly authorized, executed and delivered secretary's certificate from each Credit Party certifying as to (i) the names and signatures of each officer of each Credit

Party authorized to execute and deliver this Agreement and all documents executed in connection therewith, (ii) the organizational documents of each Credit Party attached to such certificate are complete and correct copies of such organizational documents as in effect on the date of such certification, (iii) the resolutions of each Credit Party's board of directors or other appropriate governing body approving and authorizing the execution, delivery and performance of this Agreement and the other documents executed in connection therewith, and (iv) certificates attesting to the good standing of each Credit Party in each applicable jurisdiction;

(b) Agent shall have received, with respect to each Credit Party, (i) current UCC searches from the Secretary of State of its jurisdiction of organization; and (ii) judgment, pending litigation, federal tax lien, personal property tax lien, and corporate and partnership tax lien searches, in each applicable jurisdiction, in each case, with results reasonably acceptable to the Agent;

(c) Agent shall have received an opinion of counsel to the Credit Parties, addressed to the Agent and the Lenders, addressing such matters that the Agent may reasonably request;

(d) Agent shall have received a duly executed Notice of Borrowing as required pursuant to Section 2.1(a)(ii) of the Credit Agreement;

(e) all representations and warranties of Borrowers 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);

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

6. **Post-Closing Obligations**.

(a) Borrowers shall, by the date that is sixty (60) days after the date hereof (or such later date as Agent may agree, in its sole discretion), deliver to Agent a duly executed bailee waiver, in form and substance reasonably satisfactory to Agent, with respect to the premises located at 4611 N. 32nd St., Milwaukee Wisconsin.

(b) Borrowers hereby agree that failure to comply with the requirements set forth in this Section 6(a) shall constitute an immediate and automatic Event of Default.

7. **Lender Release**. In consideration of the agreements of Agent and 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 or arising out of this Agreement, 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 each Lender's decision to enter into this Agreement and agree to the modifications contemplated hereunder, and has been relied upon by Agent and Lenders in connection therewith.

8. **No Waiver or Novation.** The execution, delivery and effectiveness of this Agreement shall not 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. Agent and Lenders confirm that Agent has not made any determination as of the date hereof that any breach of the Existing Credit Agreement exists as of the date hereof. 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.

9. **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.

10. **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 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 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 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), Section 12.7 (Waiver of Consequential and Other Damages), Section 12.8 (Governing Law; Submission to Jurisdiction) and Section 12.9 (Waiver of Jury Trial) 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. The words “execution,” “signed,” “signature,” and words of like import with respect to this shall in each case be deemed to include electronic signatures, signatures exchanged by electronic transmission, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(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.

(h) 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.

(i) 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: **ELM 2020-3 TRUST**

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

By: /s/ John O'Dea (SEAL)
Name: John O'Dea
Title: Authorized Signatory

ELM 2020-4 TRUST

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

By: /s/ John O'Dea (SEAL)
Name: John O'Dea
Title: Authorized Signatory

LENDER: **SILICON VALLEY BANK**

By: /s/ Kevin Fleischman (SEAL)
Name: Kevin Fleischman
Title: Director

BORROWER:

SIENTRA, INC.

By: /s/ Andy Schmidt (SEAL)
Name: Andy Schmidt
Title: CFO

MIST HOLDINGS, INC.

By: /s/ Oliver Bennett (SEAL)
Name: Oliver Bennett
Title: Director and Corporate Secretary

MIST, INC.

By: /s/ Oliver Bennett (SEAL)
Name: Oliver Bennett
Title: Director and Corporate Secretary

MIST INTERNATIONAL, INC.

By: /s/ Oliver Bennett (SEAL)
Name: Oliver Bennett
Title: Director and Corporate Secretary

EXHIBIT A

AMENDED CREDIT AGREEMENT

See attached

EXHIBIT B

AMENDED ANNEXES, SCHEDULES AND EXHIBITS TO CREDIT AGREEMENT

See attached.

Annex A to Credit Agreement (Commitment Annex)

Lender	Term Loan Tranche 1 Commitment Amount	Term Loan Tranche 1 Commitment Percentage	Term Loan Tranche 2 Commitment Amount	Term Loan Tranche 2 Commitment Percentage	Term Loan Tranche 3 Commitment Amount	Term Loan Tranche 3 Commitment Percentage	Term Loan Tranche 4 Commitment Amount	Term Loan Tranche 4 Commitment Percentage	Term Loan Tranche 5 Commitment Amount	Term Loan Tranche 5 Commitment Percentage	Term Loan Tranche 6 Commitment Amount	Term Loan Tranche 6 Commitment Percentage
TOTALS	$13,125,000	100.00%	$1,875,000	100%	$1,000,000.00	100%	$5,000,000.00	100%	$5,000,000.00	100%	$9,000,000	100%

Exhibit B to Credit Agreement (Form of Compliance Certificate)

COMPLIANCE CERTIFICATE

This Compliance Certificate is given by _____, a Responsible Officer of Sientra, Inc., a Delaware corporation (the "**Borrower Representative**"), pursuant to that certain Second Amended and Restated Credit and Security Agreement (Term Loan), dated as of February 5, 2021 among the Borrower Representative, the other Borrowers from time to time party thereto (collectively, "**Borrowers**"), MidCap Financial Trust, individually as a Lender and as Agent, and the financial institutions or other entities from time to time parties hereto, each as a Lender (as such agreement may have been amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement.

The undersigned Responsible Officer hereby certifies to Agent and Lenders that:

(a) the financial statements delivered with this certificate in accordance with Section 4.1 of the Credit Agreement fairly present in all material respects the results of operations and financial condition of Borrowers and their Consolidated Subsidiaries as of the dates and the accounting period covered by such financial statements;

(b) the representations and warranties of each Credit Party contained in the Financing Documents are true, correct and complete in all material respects on and 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 in all material respects as of such earlier date; provided, however, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof;

(c) I have reviewed the terms of the Credit Agreement and have made, or caused to be made under my supervision, a review in reasonable detail of the transactions and conditions of Borrowers and their Consolidated Subsidiaries during the accounting period covered by such financial statements, and such review has not disclosed the existence during or at the end of such accounting period, and I have no knowledge of the existence as of the date hereof, of any condition or event that constitutes a Default or an Event of Default, except as set forth in **Schedule 1** hereto, which includes a description of the nature and period of existence of such Default or an Event of Default and what action Borrowers have taken, are undertaking and propose to take with respect thereto;

(d) except as noted on **Schedule 2** attached hereto, Schedule 9.2(b) to the Credit Agreement contains a complete and accurate list of all business locations of Borrowers and Guarantors and all names under which Borrowers and Guarantors currently conduct business; Schedule 2 specifically notes any changes in the names under which any Borrower or Guarantors conduct business;

(e) except as noted on **Schedule 3** attached hereto, the undersigned has no knowledge of (i) any federal or state tax liens having been filed against any Borrower, Guarantor or any Collateral, or (ii) any failure of any Borrower or any Guarantors to make required payments of withholding or other tax obligations of any Borrower or any Guarantors during the accounting period to which the attached statements pertain or any subsequent period;

(f) Schedule 5.14 to the Credit Agreement contains a complete and accurate statement of all deposit accounts or investment accounts maintained by Borrowers and Guarantors;

(g) except as noted on **Schedule 4** attached hereto and Schedule 3.6 to the Credit Agreement, the undersigned has no knowledge of any current, pending or threatened: (i) litigation against the Borrowers or any Guarantors, (ii) inquiries, investigations or proceedings concerning the business affairs, practices, licensing or reimbursement entitlements of Borrowers or any Guarantors, or (iii) default by Borrowers or any Guarantors under any Material Contract to which it is a party;

(h) except as noted on **Schedule 5** attached hereto, no Borrower or Guarantor has acquired, by purchase, by the approval or granting of any application for registration (whether or not such application was previously disclosed to Agent by Borrowers) or otherwise, any Intellectual Property that is registered with any United States or foreign Governmental Authority, or has filed with any such United States or foreign Governmental Authority, any new application for the registration of any Intellectual Property, or acquired rights under a license as a licensee with respect to any such registered Intellectual Property (or any such application for the registration of Intellectual Property) owned by another Person, that has not previously been reported to Agent on Schedule 3.17 to the Credit Agreement or any **Schedule 5** to any previous Compliance Certificate delivered by Borrower to Agent;

(i) except as noted on **Schedule 6** attached hereto, no Borrower or Guarantor has acquired, by purchase or otherwise, any Chattel Paper, Letter of Credit Rights, Instruments, Documents or Investment Property that has not previously been reported to Agent on any **Schedule 6** to any previous Compliance Certificate delivered by Borrower Representative to Agent;

(j) except as noted on Schedule 7 attached hereto, no Borrower or Guarantor is aware of any commercial tort claim that has not previously been reported to Agent on any Schedule 7 to any previous Compliance Certificate delivered by Borrower Representative to Agent; and

(l) Borrowers and Guarantor are in compliance with the covenants contained in Article 6 of the Credit Agreement, and in any Guarantee constituting a part of the Financing Documents, as demonstrated by the calculation of such covenants below, except as set forth below; in determining such compliance, the following calculations have been made: [See attached worksheets]. Such calculations and the certifications contained therein are true, correct and complete.

The foregoing certifications and computations are made as of _____, 202__ (end of month) and as of _____, 202__.

Sincerely,

SIENTRA, INC.

By:
Name:
Title:

Schedule 2.1 – Amortization

Term Loan Tranche 1

Commencing on January 1, 2023 (the "**Amortization Start Date**") and continuing on the first day of each calendar month thereafter, Borrower shall pay to Agent as a principal payment on the Term Loan Tranche 1 an amount equal to the total principal amount of the Term Loan Tranche 1 made to Borrower *divided by* eighteen (18), for a eighteen (18) month straight-line amortization of equal monthly principal payments.

Term Loan Tranche 2

Commencing on the Amortization Start Date and continuing on the first day of each calendar month thereafter, Borrower shall pay to Agent as a principal payment on the Term Loan Tranche 2 an amount equal to the total principal amount of the Term Loan Tranche 2 made to Borrower *divided by* eighteen (18), for a eighteen (18) month straight-line amortization of equal monthly principal payments.

Term Loan Tranche 3

Commencing on the Amortization Start Date, and continuing on the first day of each calendar month thereafter, Borrower shall pay to Agent as a principal payment on the Term Loan Tranche 3 an amount equal to the total principal amount of the Term Loan Tranche 3 made to Borrower *divided by* eighteen (18), for a eighteen (18) month straight-line amortization of equal monthly principal payments.

Term Loan Tranche 4

Commencing on the Amortization Start Date, and continuing on the first day of each calendar month thereafter, Borrower shall pay to Agent as a principal payment on the Term Loan Tranche 4 an amount equal to the total principal amount of the Term Loan Tranche 4 made to Borrower *divided by* eighteen (18), for a eighteen (18) month straight-line amortization of equal monthly principal payments.

Term Loan Tranche 5

Commencing on the Amortization Start Date, and continuing on the first day of each calendar month thereafter, Borrower shall pay to Agent as a principal payment on the Term Loan Tranche 5 an amount equal to the total principal amount of the Term Loan Tranche 5 made to Borrower *divided by* eighteen (18), for a eighteen (18) month straight-line amortization of equal monthly principal payments.

Term Loan Tranche 6

Commencing on the first day of the first full calendar month immediately following the Term Loan Tranche 6 Funding Date and continuing on the first day of each calendar month thereafter, Borrower shall pay to Agent as a principal payment on the Term Loan Tranche 6 an amount equal to the total principal amount of the Term Loan Tranche 6 made to Borrower *divided by* the number of full calendar months remaining (including such first full calendar month) before the occurrence of the Maturity Date.

Notwithstanding anything to the contrary contained in the foregoing, the entire remaining outstanding principal balance under the Term Loans shall mature and be due and payable upon the Termination Date.

Schedule 6.1 – Minimum Net Revenue

Defined Period Ending	Minimum Net Revenue Amount
January 31, 2021	$[***]
February 28, 2021	$[***]
March 31, 2021	$[***]
April 30, 2021	$[***]
May 31, 2021	$[***]
June 30, 2021	$[***]
July 31, 2021	$[***]
August 31, 2021	$[***]
September 30, 2021	$[***]
October 31, 2021	$[***]
November 30, 2021	$[***]
December 31, 2021	$[***]
January 31, 2022	$[***]
February 28, 2022	$[***]

March 31, 2022	$[***]
April 30, 2022	$[***]
May 31, 2022	$[***]
June 30, 2022	$[***]
July 31, 2022	$[***]
August 31, 2022	$[***]
September 30, 2022	$[***]
October 31, 2022	$[***]
November 30, 2022	$[***]
December 31, 2022	$[***]
January 31, 2023 and thereafter	In accordance with Section 6.1.

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO THE COMPANY IF DISCLOSED.

Exhibit 10.2
Execution Version

SIXTH AMENDMENT TO AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT (REVOLVING LOAN)

This SIXTH AMENDMENT TO AMENDED AND RESTATED CREDIT AND SECURITY AGREEMENT (REVOLVING LOAN) (this "**Agreement**") is made as March 30, 2022, by and among **SIENTRA, INC.**, a Delaware corporation, **MIST HOLDINGS, INC.**, a Delaware corporation (formerly known as Miramar Labs, Inc. and MiraDry Holdings, Inc.), **MIST, IN**C., a Delaware corporation (formerly known as Miramar Technologies, Inc. and MiraDry, Inc.), **MIST INTERNATIONAL, INC.**, a Delaware corporation (formerly known as MiraDry International, Inc.), **MIDCAP FUNDING IV 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 Borrowers have entered into that certain Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of July 1, 2019 (as amended by that certain Limited Consent and First Amendment to Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of November 7, 2019, as amended by that certain Second Amendment to Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of May 11, 2020, as amended by that certain Third Amendment to Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of February 5, 2021, as supplemented by that certain Limited Consent to Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of June 10, 2021, as amended by that certain Fourth Amendment to Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of July 14, 2021, as amended by that certain Limited Consent and Fifth Amendment to Amended and Restated Credit and Security Agreement (Revolving Loan), dated as of December 31, 2021 and as further amended, modified, or supplemented prior to the date hereof, the "**Existing 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 Borrowers in the amounts and manner set forth in the Credit Agreement.

B. Borrowers have requested that Agent and the Required Lenders amend certain terms of the Existing Credit Agreement to, among other things, revise certain existing financial coveants and, on and subject to the terms and conditions set forth herein, Agent and Required Lenders have agreed to so amend the Existing Credit Agreement as more fully 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 and Borrowers 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. 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. **Amendments to Existing Credit Agreement**. Subject to the terms and conditions of this Agreement, including, without limitation, the conditions to effectiveness set forth in Section 5 hereof, the Existing Credit Agreement is hereby amended as follows:

(a) The definition of "**Required Minimum Cash Amount**" appearing in Article 1 of the Existing Credit Agreement is hereby deleted in its entirety.

(b) Article 1 of the Existing Credit Agreement is hereby amended by adding the defined term "Sixth Amendment Effective Date" in the appropriate alphabetical order therein as follows:

""**Sixth Amendment Effective Date**" means March 30, 2022."

(c) Section 2.2(g) of the Existing Credit Agreement is hereby amended by deleting such section in its entirety and replacing it with the following:

"(g) Deferred Revolving Loan Origination Fee. If Lenders' funding obligations in respect of the Revolving Loan Commitment under this Agreement terminate or are permanently reduced for any reason whether by voluntary termination by Borrowers, by reason of the occurrence of an Event of Default or the automatic termination of the Revolving Loan Commitments (including any automatic termination due to the occurrence of an Event of Default described in Section 10.1(f)) or otherwise) prior to the Maturity Date, Borrowers shall pay to Agent on the date of such reduction, for the benefit of all Lenders committed to make Revolving Loans on the Closing Date, a fee as compensation for the costs of such Lenders being prepared to make funds available to Borrowers under this Agreement, equal to an amount determined by *multiplying* the amount of the Revolving Loan Commitment so terminated or permanently reduced *by* the following applicable percentage amount: four percent (4.0%) for the first year following the Sixth Amendment Effective Date, three percent (3.0%) for the second year following the Sixth Amendment Effective Date, two percent (2.00%) for the third year following the Sixth Amendment Effective Date, and zero percent (0.0%) thereafter. The Deferred Revolving Loan Origination Fee shall not apply to or be assessed upon any Revolving Loan Commitment termination that is the result of a refinancing of the Revolving Loans prior to the Maturity Date by all of the Lenders. All fees payable pursuant to this paragraph shall be deemed fully-earned and non-refundable as of the Closing Date."

(d) Section 6.1 of the Existing Credit Agreement is hereby amended by deleting such section in its entirety and replacing it with the following:

"Section 6.1 Minimum Net Revenue. Borrower shall not permit its consolidated Net Revenue for any Defined Period, as tested monthly at the end of each month, to be less than (a) for each Defined Period ending on or before December 31, 2022, the minimum amount set forth on Schedule 6.1 for such Defined Period, and (b) for the Defined Period ending on January 31, 2023 and each Defined Period thereafter an amount equal to the greater of (i) eighty percent (80%) of the projected Net Revenue for such Defined Period, calculated based on the annual projections delivered to Agent pursuant to Section 4.1(g), which projections shall be in form and substance reasonably satisfactory to Agent and Required Lenders and (ii) one hundred and fifteen percent (115%) of the minimum Net Revenue threshold applicable pursuant to this Section 6.1 for the corresponding Defined Period in the immediately preceding calendar year. Commencing with the 2023 calendar

year, Agent shall notify Borrower by February 15th of such calendar year of the applicable minimum Net Revenue thresholds for each Defined Period occurring in such calendar year, which minimum Net Revenue threshold shall be calculated in accordance with the provisions of this Section 6.1. A breach of a financial covenant contained in this Section 6.1 shall be deemed to have occurred as of any date of determination by Agent or as of the last day of any specified Defined Period, regardless of when the financial statements reflecting such breach are delivered to Agent."

(e) Section 6.2 of the Existing Credit Agreement is hereby amended by deleting such section in its entirety and replacing it with the following:

"Section 6.2 [Reserved]."

(f) Schedule 3.1, Schedule 3.6, Schedule 3.17, Schedule 3.19, Schedule 4.17, Schedule 5.14, Schedule 6.1 and Schedule 9.2(b) of the Existing Credit Agreement are hereby amended by deleting such schedule in its entirety and replacing such schedule with the corresponding Schedule 3.1, Schedule 3.6, Schedule 3.17, Schedule 3.19, Schedule 4.17, Schedule 5.14, Schedule 6.1 and Schedule 9.2(b) attached hereto.

3. **Representations and Warranties; Reaffirmation of Security Interest.** To induce Agent and Lenders to enter into this Agreement, each Borrower does hereby represent warrant, represent and covenant to Agent and Lenders that (i) each representation and warranty set forth in the Financing Documents to which such Borrower is a party is hereby restated and reaffirmed as true, correct and complete in all material respects (without duplication of any materiality qualifier in the text of such representation or warranty) on and 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, (ii) no Default or Event of Default has occurred and is continuing as of the date hereof, (iii) Agent has and shall continue to have valid, enforceable and perfected first-priority liens, subject to Permitted Liens, on and security interests in the Collateral and all other collateral heretofore granted by Borrowers to Agent, for the benefit of Agent and each Lender, pursuant to the Financing Documents or otherwise granted to or held by Agent, for the benefit of Agent and each Lender and (iv) each Borrower has the power and is duly authorized to enter into, deliver and perform this Agreement and this Agreement is the legal, valid and binding obligation of such Borrower enforceable against such Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditor's rights generally or by general equitable principles. Nothing herein is intended to impair or limit the validity, priority or extent of Agent's security interests in and Liens on the Collateral.

4. **Costs and Fees.** Borrowers agree to promptly pay, or reimburse upon demand for, all reasonable and documented costs and expenses of Agent (including, without limitation, the reasonable and documented fees, costs and expenses of counsel to Agent) in connection with the preparation, negotiation, execution and delivery of this Agreement and any other Financing Documents or other agreements prepared, negotiated, executed or delivered in connection with this Agreement or transactions contemplated hereby, in accordance with Section 12.14 of the Credit Agreement.

5. **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) Agent shall have received (including by way of facsimile or other electronic transmission) a duly authorized, executed and delivered counterpart of the signature page to this Agreement from each Borrower, the Agent and the Lenders;

(b) Agent shall have received a fully executed copy of an amendment to the Affiliated Credit Agreement, in form and substance reasonably satisfactory to Agent;

(a) Agent shall have received an updated Perfection Certificate, in form and substance reasonably satisfactory to Agent;

(c) all representations and warranties of Borrowers 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);

(d) 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

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

6. **Post-Closing Obligations**.

(a) Borrowers shall, by the date that is sixty (60) days after the date hereof (or such later date as Agent may agree, in its sole discretion), deliver to Agent a duly executed bailee waiver, in form and substance reasonably satisfactory to Agent, with respect to the premises located at 4611 N. 32nd St., Milwaukee Wisconsin.

(b) Borrowers hereby agree that failure to comply with the requirements set forth in this Section 6(a) shall constitute an immediate and automatic Event of Default.

7. **Lender 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 or arising out of this Agreement, 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.

8. **No Waiver or Novation.** The execution, delivery and effectiveness of this Agreement shall not 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. Agent and Lenders confirm that Agent has not made any determination as of the date hereof that any breach of the Existing Credit Agreement exists as of the date hereof. 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.

9. **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.

10. **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), Section 12.7 (Waiver of Consequential and Other Damages), Section 12.8

(Governing Law; Submission to Jurisdiction) and Section 12.9 (Waiver of Jury Trial) 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. The words "execution," "signed," "signature," and words of like import with respect to this shall in each case be deemed to include electronic signatures, signatures exchanged by electronic transmission, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(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.

(h) 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.

(i) 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 FUNDING IV 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 IV 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: **SILICON VALLEY BANK**

By: /s/ Kevin Fleischman (SEAL)
Name: Kevin Fleischman
Title: Director

BORROWER:

SIENTRA, INC.

By: /s/ Ron Menezes (SEAL)
Name: Ron Menezes
Title: President and CEO

MIST HOLDINGS, INC.

By: /s/ Oliver Bennett (SEAL)
Name: Oliver Bennett
Title: Director and Corporate Secretary

MIST, INC.

By: /s/ Oliver Bennett (SEAL)
Name: Oliver Bennett
Title: Director and Corporate Secretary

MIST INTERNATIONAL, INC.

By: /s/ Oliver Bennett (SEAL)
Name: Oliver Bennett
Title: Director and Corporate Secretary

Schedule 6.1 – Minimum Net Revenue

Defined Period Ending	Minimum Net Revenue Amount
January 31, 2021	$[***]
February 28, 2021	$[***]
March 31, 2021	$[***]
April 30, 2021	$[***]
May 31, 2021	$[***]
June 30, 2021	$[***]
July 31, 2021	$[***]
August 31, 2021	$[***]
September 30, 2021	$[***]
October 31, 2021	$[***]
November 30, 2021	$[***]
December 31, 2021	$[***]
January 31, 2022	$[***]
February 28, 2022	$[***]
March 31, 2022	$[***]
April 30, 2022	$[***]
May 31, 2022	$[***]
June 30, 2022	$[***]
July 31, 2022	$[***]
August 31, 2022	$[***]
September 30, 2022	$[***]
October 31, 2022	$[***]
November 30, 2022	$[***]
December 31, 2022	$[***]
January 31, 2023 and thereafter	In accordance with Section 6.1.

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Ronald Menezes, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sientra, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13(a)-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 12, 2022

/s/ Ronald Menezes
Ronald Menezes
President and Chief Executive Officer

Exhibit 31.2

Certification of Chief Financial Officer

Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Andrew C. Schmidt, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sientra, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13(a)-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 12, 2022

/s/ Andrew C. Schmidt
Andrew C. Schmidt
Chief Financial Officer and Treasurer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Ronald Menezes, Chief Executive Officer of Sientra, Inc. (the "Company"), hereby certifies that to the best of his knowledge:

(1) The Company's Quarterly Report on Form 10Q for the period ended March 31, 2022, to which this Certification is attached as Exhibit 32.1 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 12, 2022

/s/ Ronald Menezes
Ronald Menezes
President and Chief Executive Officer

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Sientra, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Andrew C. Schmidt, Chief Financial Officer and Treasurer of Sientra, Inc. (the "Company"), hereby certifies that to the best of his knowledge:

(1) The Company's Quarterly Report on Form 10Q for the period ended March 31, 2022, to which this Certification is attached as Exhibit 32.2 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 12, 2022

/s/ Andrew C. Schmidt
Andrew C. Schmidt
Chief Financial Officer and Treasurer

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Sientra, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.