

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		12/30/2019	BANK: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CYNOSURE, LLC		
Street Address:	5 CARLISLE ROAD		
City:	WESTFORD		
State/Country:	MASSACHUSETTS		
Postal Code:	01886		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	5722979	A SMARTER WAY TO SCULPT	
Registration Number:	2630071	APOGEE	
Registration Number:	4378532	CELLULAZE	
Registration Number:	1235583	CITRIC-ETCH	
Registration Number:	1035621	CYANO-VENEER	
Registration Number:	2030348	CYNOSURE	
Registration Number:	2904142	ELLMAN	
Registration Number:	4501184	ELLMAN	
Registration Number:	4368479	EMPIRE	
Registration Number:	4057099	GLIDESAFE	
Registration Number:	2533945	HEMOSCALPEL	
Registration Number:	1010912	HYPO-CAL	
Registration Number:	4664654	MEDLEY	
Registration Number:	2988443	MEDLITE	
Registration Number:	2465621	PALOMAR	
Registration Number:	4386793	PALOMAR ICON	
Registration Number:	4020313	PALOVIA	
Registration Number:	3998653	PELLEVÉ	
Registration Number:	4397098	PICOSURE	

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Property Type	Number	Word Mark
Registration Number:	4665616	PRECISIONTX
Registration Number:	2432608	RADIOLASE
Registration Number:	3044129	RADIOSURGERY
Registration Number:	4841097	REVLITE
Registration Number:	3316377	REVLITE
Registration Number:	4670936	RODIN
Registration Number:	4882549	SCULPSURE
Registration Number:	5283577	SCULPSURE
Registration Number:	4404113	SIDELAZE
Registration Number:	4438431	SKINTEL
Registration Number:	2461133	SMARTCOOL
Registration Number:	3632415	SMARTSENSE
Registration Number:	3829514	SMARTSKIN
Registration Number:	1249753	SQUEEZ-ETT
Registration Number:	3093742	SURG-E
Registration Number:	3037439	SURGITRON
Registration Number:	5571478	TEMPSURE
Registration Number:	4056809	TRIPLEX
Registration Number:	4323767	VECTUS
Registration Number:	2030349	PHOTOGENICA
Registration Number:	4413556	TRI-LASE
Serial Number:	87748402	BEAUTIFULLY INTELLIGENT
Serial Number:	88476013	TEMPSURE
Serial Number:	87231500	THREEFORME
Serial Number:	88410963	WARMSCULPTING

CORRESPONDENCE DATA

Fax Number: 6178568201

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (617) 856-8145

Email: ip@brownrudnick.com

Correspondent Name: Brown Rudnick LLP

Address Line 1: One Financial Center

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	11648/114
NAME OF SUBMITTER:	Mark S. Leonardo
SIGNATURE:	/Mark S. Leonardo/
DATE SIGNED:	12/30/2019

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights (this “Release”) is made as of December 30, 2019, and granted by BANK OF AMERICA, N.A. (the “Collateral Agent”), in its capacity as collateral agent pursuant to that certain Amended and Restated Pledge and Security Agreement dated as of October 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) by and among HOLOGIC, INC., a Delaware corporation (the “Borrower”), Cynosure, LLC, a Delaware limited liability company (“Cynosure”), and certain other subsidiaries of the Borrower (collectively, the “Grantor”) and the Collateral Agent. Capitalized terms used herein have the meanings attributed thereto in the Pledge and Security Agreement unless otherwise defined herein.

WHEREAS, pursuant to the Pledge and Security Agreement, a security interest (the “Security Interest”) was granted by Cynosure to the Collateral Agent in certain collateral, including the Trademark Collateral (as defined in the Trademark Security Agreement (hereinafter defined));

WHEREAS, pursuant to the terms and conditions of that certain (i) Trademark Security Agreement, dated as of May 1, 2017, between Cynosure, the other Grantors party thereto, and the Collateral Agent, which was recorded with the United States Patent and Trademark Office on May 3, 2017 on Reel 6051 Frame 0207 (the “May 2017 Trademark Security Agreement”), (ii) Trademark Security Agreement, dated as of May 1, 2017, between Cynosure, the other Grantors party thereto, and the Collateral Agent, which was recorded with the United States Patent and Trademark Office on July 6, 2017 on Reel 6099 Frame 0310 (the “Second May 2017 Trademark Security Agreement”), (iii) Trademark Security Agreement, dated as of October 12, 2018, between Cynosure, the other Grantors party thereto, and the Collateral Agent, which was recorded with the United States Patent and Trademark Office on October 19, 2018 on Reel 6482 Frame 0909 (the “October 2018 Trademark Security Agreement”), and (iv) Trademark Security Agreement, dated as of October 11, 2019, between Cynosure, the other Grantors party thereto, and the Collateral Agent, which was recorded with the United States Patent and Trademark Office on October 16, 2019 on Reel 6772 Frame 0570 (the “October 2019 Trademark Security Agreement”), together with the May 2017 Trademark Security Agreement, the Second May 2017 Trademark Security Agreement, and the October 2018 Trademark Security Agreement, the “Trademark Security Agreements”), Cynosure pledged to the Collateral Agent, for the benefit of the Secured Parties, a Security Interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Collateral Agent now desires to partially terminate and release its Security Interest in and lien on the Trademark Collateral and to terminate and release the entirety of its Security Interest in and lien on all of Cynosure’s right title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby states as follows:

1. **Definitions**. The term “Trademark Collateral” shall have the meaning provided by reference in the Trademark Security Agreements, and shall include, without limitation, all of Cynosure’s right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule I hereto.

2. **Release of Security Interest**. The Collateral Agent hereby terminates the Trademark Security Agreements solely as they relate to Cynosure and hereby terminates, cancels, discharges and releases its Security Interest in and any lien on all of Cynosure’s right, title and interest in, to and under the Trademark Collateral, in each case without warranty or recourse. If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademarks listed on Schedule I hereto, then the Collateral Agent hereby assigns, transfers, conveys and delivers such right, title or interest to Cynosure. Notwithstanding anything to the contrary in this Release, all obligations of each Grantor other than Cynosure that is signatory to the Trademark Security Agreements shall remain in full

force and effect.

3. Further Assurances. The Collateral Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense.

4. Governing Law. This Release shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BANK OF AMERICA, N.A., as Collateral Agent

By: Melissa Mullis
Name: **Melissa Mullis**
Title: **Assistant Vice President**

[Signature Page to Trademark Security Agreement Release (Cynosure)]

SCHEDULE I

Title	Status	Application No./Reg No	File/Reg Date	Grantor
A SMARTER WAY TO SCULPT	Registered	5722979	4/9/2019	Cynosure, LLC
APOGEE	Registered	2,630,071	10/8/2002	Cynosure, LLC
BEAUTIFULLY INTELLIGENT	Pending	87748402	1/9/2018	Cynosure, LLC
CELLULAZE	Registered	4,378,532	8/6/2013	Cynosure, LLC
CITRIC-ETCH	Registered	1,235,583	4/26/1983	Cynosure, LLC
CYANO-VENEER	Registered	1,035,621	3/16/1976	Cynosure, LLC
CYNOSURE	Registered	2,030,348	1/14/1997	Cynosure, LLC
ELLMAN	Registered	2,904,142	11/23/2004	Cynosure, LLC
ELLMAN	Registered	4,501,184	3/25/2014	Cynosure, LLC
EMPIRE	Registered	4,368,479	7/16/2013	Cynosure, LLC
GLIDESAFE	Registered	4,057,099	11/15/2011	Cynosure, LLC
HEMOSCALPEL	Registered	2,533,945	1/29/2002	Cynosure, LLC
HYPO-CAL	Registered	1,010,912	5/20/1975	Cynosure, LLC
MEDLEY	Registered	4,664,654	12/30/2014	Cynosure, LLC
MEDLITE	Registered	2988443	8/30/2005	Cynosure, LLC
PALOMAR	Registered	2465621	7/3/2001	Cynosure, LLC
PALOMAR ICON	Registered	4386793	8/20/2013	Cynosure, LLC
PALOVIA	Registered	4020313	8/30/2011	Cynosure, LLC
PELLEVÉ	Registered	3998653	7/19/2011	Cynosure, LLC
PICOSURE	Registered	4397098	9/3/2013	Cynosure, LLC
PRECISIONTX	Registered	4665616	1/6/2015	Cynosure, LLC
RADIOLASE	Registered	2432608	3/6/2001	Cynosure, LLC
RADIOSURGERY	Registered	3044129	1/17/2006	Cynosure, LLC
REVLITE	Registered	4841097	10/27/2015	Cynosure, LLC
REVLITE & Design	Registered	3316377	10/23/2007	Cynosure, LLC
RODIN	Registered	4,670,936	1/13/2015	Cynosure, LLC
SCULPSURE	Registered	4882549	1/5/2016	Cynosure, LLC
SCULPSURE	Registered	5283577	9/12/2017	Cynosure, LLC
SIDELAZE	Registered	4404113	9/17/2013	Cynosure, LLC
SKINTEL	Registered	4438431	11/26/2013	Cynosure, LLC
SMARTCOOL	Registered	2461133	6/19/2001	Cynosure, LLC
SMARTSENSE	Registered	3632415	6/2/2009	Cynosure, LLC
SMARTSKIN	Registered	3829514	8/3/2010	Cynosure, LLC
SQUEEZ-ETT	Registered	1249753	8/30/1983	Cynosure, LLC
SURG-E	Registered	3093742	5/16/2006	Cynosure, LLC
SURGITRON	Registered	3037439	1/3/2006	Cynosure, LLC
TEMPSURE	Pending	88476013	6/17/2019	Cynosure, LLC
TEMPSURE	Registered	5571478	9/25/2018	Cynosure, LLC
THREEFORME	Pending	87231500	11/9/2016	Cynosure, LLC
TRIPLEX	Registered	4056809	11/15/2011	Cynosure, LLC

VECTUS	Registered	4323767	4/23/2013	Cynosure, LLC
WARMSCULPTING	Pending	88410963	5/1/2019	Cynosure, LLC
PHOTOGENCIA	Registered	2030349	1/14/1997	Cynosure, LLC
TRI-LASE	Registered	4413556	10/8/2013	Cynosure, LLC

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