

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556319

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Notice and Confirmation of Grant of Security Interest in Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------------|----------|----------------|--|
| Cynosure, LLC | | 12/30/2019 | Limited Liability Company: DELAWARE |
| Palomar Medical Technologies, LLC | | 12/30/2019 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | U.S. Bank National Association |
| Street Address: | 1011 Centre Road, Suite 203 |
| Internal Address: | Delle Donne Corporate Center, Attn: Agency Services |
| City: | Wilmington |
| State/Country: | DELAWARE |
| Postal Code: | 19805 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 47

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 5914979 | TEMPSURE |
| 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: | 4501184 | ELLMAN |
| Registration Number: | 2904142 | ELLMAN |
| Registration Number: | 4368479 | EMPIRE |
| Registration Number: | 4057099 | GLIDESAFE |
| Registration Number: | 2533945 | HEMOSCALPEL |
| Registration Number: | 1010912 | HYP0-CAL |
| Registration Number: | 4664654 | MEDLEY |
| Registration Number: | 2988443 | MEDLITE |
| Registration Number: | 2465621 | PALOMAR |

CH \$1190.00 5914979

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| Registration Number: | 4386793 | PALOMAR ICON |
| Registration Number: | 4590385 | PELLEFIRM |
| Registration Number: | 3998653 | PELLEVÉ |
| Registration Number: | 4397098 | PICOSURE |
| 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: | 4413556 | TRI-LASE |
| Registration Number: | 5859687 | THREEFORME |
| Registration Number: | 4056809 | TRIPLEX |
| Registration Number: | 4323767 | VECTUS |
| Serial Number: | 87748402 | BEAUTIFULLY INTELLIGENT |
| Serial Number: | 88640955 | ICON |
| Serial Number: | 88640958 | ICON |
| Serial Number: | 88410963 | WARMSCULPTING |
| Serial Number: | 88665680 | ELITE IQ |
| Serial Number: | 88703336 | FLEXSURE |

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Alison O'Keeffe, Esq.

Address Line 1: 919 Third Avenue

TRADEMARK

REEL: 006832 FRAME: 0636

Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Alison O'Keeffe

SIGNATURE: /AOK/

DATE SIGNED: 01/07/2020

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 30, 2019, made by each of the parties party hereto (collectively, the "Grantors"), in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") under the Cash Flow Credit Agreement, dated as of December 30, 2019 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Parent Borrower (as defined in the Credit Agreement), the Administrative Agent (as defined in the Credit Agreement) and the Lender (as defined in the Credit Agreement).

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make extensions of credit to the Parent Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Parent Borrower is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Parent Borrower, the Grantors and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of December 30, 2019 (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent and the Administrative Agent (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

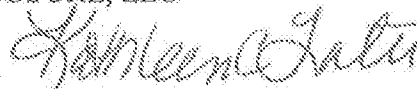
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CYNOSURE, LLC

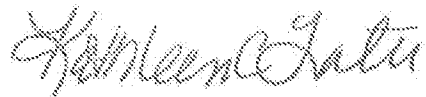


By: _____

Name: Kathleen Latu


Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

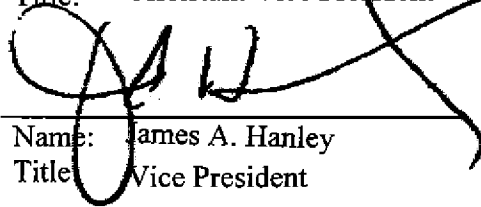
PALOMAR MEDICAL TECHNOLOGIES,
LLC

By: 

Name: Kathleen Latu
Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: 
Name: Alexandra K. Rhyne
Title: Assistant Vice President

By: 
Name: James A. Hanley
Title: Vice President

SCHEDULE I

Trademark Registrations

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|-----------------------------------|-------------------------|---|--------------------|--------------------------|
| Cynosure, LLC | BEAUTIFULLY INTELLIGENT | (87/748,402) | 1/9/2018 | |
| Cynosure, LLC | ICON | (88/640,955) | 10/3/2019 | |
| Cynosure, LLC | ICON | (88/640,958) | 10/3/2019 | |
| Cynosure, LLC | TEMPSURE | 5,914,979 | 6/17/2019 | 11/19/2019 |
| Cynosure, LLC | WARMSCULPTING | (88/410,963) | 5/1/2019 | |
| Cynosure, LLC | A SMARTER WAY TO SCULPT | 5,722,979 | 7/18/2017 | 4/9/2019 |
| Cynosure, LLC | APOGEE | 2,630,071 | 8/4/2000 | 10/8/2002 |
| Cynosure, LLC | CELLULAZE | 4,378,532 | 5/7/2012 | 8/6/2013 |
| Cynosure, LLC | CITRIC-ETCH | 1,235,583 | 3/17/1982 | 4/26/1983 |
| Cynosure, LLC | CYANO-VENEER | 1,035,621 | 7/25/1974 | 3/16/1976 |
| Cynosure, LLC | CYNOSURE | 2,030,348 | 3/11/1996 | 1/14/1997 |
| Cynosure, LLC | ELITE IQ | (88/665,680) | 10/23/2019 | |
| Cynosure, LLC | ELLMAN | 4,501,184 | 7/24/2013 | 3/25/2014 |
| Cynosure, LLC | ELLMAN | 2,904,142 | 9/3/2002 | 11/23/2004 |
| Cynosure, LLC | EMPIRE | 4,368,479 | 12/3/2012 | 7/16/2013 |
| Cynosure, LLC | FLEXSURE | (88/703,336) | 11/22/2019 | |
| Cynosure, LLC | GLIDESAFE | 4,057,099 | 4/19/2010 | 11/15/2011 |
| Cynosure, LLC | HEMOSCALPEL | 2,533,945 | 11/3/2000 | 1/29/2002 |
| Cynosure, LLC | HYPO-CAL | 1,010,912 | 7/25/1974 | 5/20/1975 |
| Cynosure, LLC | MEDLEY | 4,664,654 | 10/16/2013 | 12/30/2014 |
| Cynosure, LLC | MEDLITE | 2,988,443 | 10/24/2001 | 8/30/2005 |
| Palomar Medical Technologies, LLC | PALOMAR | 2,465,621 | 5/26/2000 | 7/3/2001 |
| Palomar Medical Technologies, LLC | PALOMAR ICON | 4,386,793 | 8/22/2012 | 8/20/2013 |
| Cynosure, LLC | PELLEFIRM | 4,590,385 | 11/26/2013 | 8/19/2014 |
| Cynosure, LLC | PELLEVÉ | 3,998,653 | 4/24/2009 | 7/19/2011 |
| Cynosure, LLC | PICOSURE | 4,397,098 | 4/11/2012 | 9/3/2013 |
| Cynosure, LLC | PRECISIONTX | 4,665,616 | 7/25/2013 | 1/6/2015 |
| Cynosure, LLC | RADIOLASE | 2,432,608 | 7/27/1998 | 3/6/2001 |
| Cynosure, LLC | RADIOSURGERY | 3,044,129 | 12/3/2004 | 1/17/2006 |
| Cynosure, LLC | REVLITE | 4,841,097 | 3/18/2015 | 10/27/2015 |
| Cynosure, Inc. | REVLITE & Design | 3,316,377 | 1/25/2007 | 10/23/2007 |
| Cynosure, LLC | RODIN | 4,670,936 | 5/30/2014 | 1/13/2015 |
| Cynosure, LLC | SCULPSURE | 4,882,549 | 9/3/2014 | 1/5/2016 |
| Cynosure, LLC | SCULPSURE | 5,283,577 | 4/5/2016 | 9/12/2017 |
| Cynosure, LLC | SIDELAZE | 4,404,113 | 3/21/2012 | 9/17/2013 |

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|-----------------------------------|-------------------|---|-------------|-------------------|
| Palomar Medical Technologies, LLC | SKINTEL | 4,438,431 | 8/15/2012 | 11/26/2013 |
| Cynosure, LLC | SMARTCOOL | 2,461,133 | 11/3/1999 | 6/19/2001 |
| Cynosure, LLC | SMARTSENSE | 3,632,415 | 1/8/2008 | 6/2/2009 |
| Cynosure, LLC | SMARTSKIN | 3,829,514 | 8/25/2009 | 8/3/2010 |
| Cynosure, LLC | SQUEEZ-ETT | 1,249,753 | 3/17/1982 | 8/30/1983 |
| Cynosure, LLC | STIMSURE (Europe) | 018060330 | 5/2/2019 | |
| Cynosure, LLC | SURG-E | 3,093,742 | 12/3/2004 | 5/16/2006 |
| Cynosure, LLC | SURGITRON | 3,037,439 | 12/3/2004 | 1/3/2006 |
| Cynosure, LLC | TEMPSURE | 5,571,478 | 4/4/2017 | 9/25/2018 |
| Cynosure, LLC | TRI-LASE | 4,413,556 | 12/3/2012 | 10/8/2013 |
| Cynosure, LLC | THREEFORME | 5,859,687 | 11/9/2016 | 9/17/2019 |
| Cynosure, LLC | TRIPLEX | 4,056,809 | 9/10/2009 | 11/15/2011 |
| Palomar Medical Technologies, LLC | VECTUS | 4,323,767 | 8/22/2012 | 4/23/2013 |