

6-10-99  
10-10-99  
RECORDATION  
TRADEMARK

06-11-1999



To the Honorable Commissioner of Patents and Trademarks

101062250  
Documents or copy thereof.

1. Name of conveying party(ies):  
Candela Corporation

Individuals  Association  
 General Partnership  Limited Partnership  
 Corporate-State Delaware  
 Other

2. Name and address of receiving party(ies):  
Name: Fleet National Bank  
Internal Address:  
Street Address: One Federal Street  
City: Boston State MA ZIP 02110

Additional name(s) of conveying party(ies) attached?  Yes  No

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other Bank

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached?  yes  no

Execution Date: October 15, 1998

4. Application number(s) or patent number(s):  
A. Trademark Application No(s)  
1. 75-296,996

B. Trademark Registration No.(s)  
1. 1,844,274 4. 1,669,768  
2. 1,706,510 5. 1,549,891  
3. 1,699,768 6. 1,518,795

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Jonathan R. Harris, Esq.  
Internal Address: Edwards & Angell, LLP  
Street Address: 101 Federal Street  
City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved ..... 7

7. Total fee (37 CFR 3.41)..... \$190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number:  
(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

9. Statement and signature  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia  
Name of Person Signing

Signature

June 9, 1999  
Date

Total number of pages including cover sheet, attachments, and document 5

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

TRADEMARKS

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
RADIOGOLD	1,844,274/July 12, 1994	Optical fiber for use in medical laser surgery; namely, for use in fragmenting urinary and biliary stones
MINIFLEX	1,706,510/August 11, 1992	Endoscopes and accessories therefor
SCLEROLASER	1,699,768/July 7, 1992	Medical lasers
CQ	1,669,768/December 24, 1991	Publication services, namely publishing books, magazines, newsletters, pamphlets, booklets and reference books in the field of government, political science and history, and textbooks pertaining to a variety of topics, not including amateur radio communications
CANDELA	1,549,891/August 1, 1989	Scientific lasers, capacitive charging power supplies and parts thereof; medical lasers, medical lasers with capacitive charging power supplies and parts thereof
LASERTRIPTER	1,518,795/January 3, 1989	Medical lasers

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
GENTLELASE	75-296,996/May 23, 1997	Medical lasers

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**TRADEMARK  
REEL: 001910 FRAME: 0751**

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, CANDELA CORPORATION (sometimes heretofore known as "Candela Laser Corporation"), a Delaware corporation, with a principal place of business at 530 Boston Post Road, Wayland, MA 01778 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory and Accounts Receivable Security Agreement dated February 13, 1997, as amended (as so amended, the "Security Agreement") and are also parties to a related letter agreement dated February 13, 1997, as amended (as so amended, "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Letter Agreement and said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to

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**TRADEMARK**  
**REEL: 001910 FRAME: 0752**

