

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Candela Jewelry, Inc.		08/16/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	U.S. National Association: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78465584	ANDREA CANDELA	
Registration Number:	2755797	CJI	
Registration Number:	2755798	CJI	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 856-8396		
Email:	IP@brownrudnick.com		
Correspondent Name:	Joseph P. Quinn		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick Berlack Israels LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Joseph P. Quinn		
Signature:	/s/Joseph P. Quinn/		

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Date:

08/19/2005

Total Attachments: 4

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 16, 2005, by CANDELA JEWELRY, INC. (the "Pledgor"), in favor of HSBC BANK USA, NATIONAL ASSOCIATION (the "Consignor"), pursuant to the Consignment Agreement of even date.

WITNESSETH:

WHEREAS, Pledgor is party to a Continuing General Security Agreement of even date herewith (the "Security Agreement") in favor of the Consignor pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Consignor to enter into the Security Agreement, the Pledgor hereby agrees with the Consignor as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Consignor a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all business goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.


SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Consignor pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Consignor with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Obligations, the Consignor shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CANDELA JEWELRY, INC.

By: 

Name: Thomas Kochman

Title: President

[trademark security agreement]

Accepted and Agreed:

HSBC BANK USA, NATIONAL ASSOCIATION

By: P. M. J.
Name: PAUL M. ANGLAND
Title: V. P.

Schedule I to the Trademark Security Agreement

	Trademark	Owner	County	Registration No.	Date of Filing
1.	ANDREA CANDELA	Candela Jewelry, Inc.	U.S.	78/465,584	
2.	CJI	Candela Jewelry, Inc.	U.S.	2,755,797	
3.	CJI	Candela Jewelry, Inc.	U.S.	2,755,798	

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