

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
Ellman International, Inc.		02/08/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	CIT Healthcare LLC
Street Address:	305 Fellowship Road
City:	Mount Laurel
State/Country:	NEW JERSEY
Postal Code:	08054
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2672841	EMPIRE
Registration Number:	2845670	MICRO FIBRE
Registration Number:	2840981	RF MICRO FIBRE
Registration Number:	2780372	RF FIBRE
Registration Number:	2915873	BITIP
Registration Number:	3037439	SURGITRON
Registration Number:	1010912	HYPO-CAL
Registration Number:	1235583	CITRIC-ETCH
Registration Number:	1035621	CYANO-VENEER
Registration Number:	1249753	SQUEEZ-ETT
Registration Number:	2020136	RADIOTOMY TIP
Registration Number:	2198873	RADIOBRADE
Registration Number:	2432608	RADIOLASE
Registration Number:	2791586	SOMNITRON

CH \$1165.00 2672841

Registration Number:	2678443	SOMNITRON BY ELLMAN
Registration Number:	2635746	SOMNITRON BY THE MAKERS OF SURGITRON
Registration Number:	2610351	OTO-EZ
Registration Number:	2716157	SOMNOLENCE
Registration Number:	2533945	HEMOSCALPEL
Registration Number:	2673216	RADIOVAPORIZATION
Registration Number:	2670226	RADIOVAPORIZATION BY ELLMAN
Registration Number:	2889787	RADIOSONIC
Registration Number:	2798980	PLASMATRON
Registration Number:	2904142	ELLMAN
Registration Number:	2801242	COOLSURG
Registration Number:	3093742	SURG-E
Registration Number:	3044129	RADIOSURGERY
Registration Number:	3184310	RADIOSCISION
Serial Number:	76673609	ACE-TIP
Serial Number:	76682054	SURG-E-CARE
Serial Number:	76660832	RAVE
Serial Number:	76672645	DOMEAGE
Serial Number:	76672646	DERMAGE
Serial Number:	76672648	RF COOL GEL
Serial Number:	76672649	RF DOME
Serial Number:	76672647	DERMALAGE
Serial Number:	76676329	RODIN
Serial Number:	76676713	RADIAGE
Serial Number:	76676714	RADIOENHANCEMENT
Serial Number:	76676715	RADIO TIGHTENING
Serial Number:	76676716	RADIOCONTRACTION
Serial Number:	76676717	RADIOVOLUMETRIC SKIN TIGHTENING
Serial Number:	76676718	RADIOVOLUMETRIC SKIN REJUVENATION
Serial Number:	76677197	RADIOWAVE VAGINAL REJUVENATION
Serial Number:	76677198	COSMETIC RADIOWAVE VAGINOPLASTY
Serial Number:	76677199	RADIOWAVE VAGINAL REJUVENATION INSTITUTE OF NY

CORRESPONDENCE DATA

Fax Number: (312)609-5005

TRADEMARK
REEL: 003720 FRAME: 0839

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-609-7897
Email: hmill@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38437.00.0027
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	02/18/2008

Total Attachments: 6

source=CIT Healthcare & Ellman International 38437.00.0027#page1.tif
source=CIT Healthcare & Ellman International 38437.00.0027#page2.tif
source=CIT Healthcare & Ellman International 38437.00.0027#page3.tif
source=CIT Healthcare & Ellman International 38437.00.0027#page4.tif
source=CIT Healthcare & Ellman International 38437.00.0027#page5.tif
source=CIT Healthcare & Ellman International 38437.00.0027#page6.tif

**NOTICE AND REAFFIRMATION OF
GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE AND REAFFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Reaffirmation") is made as of this 8th day of February, 2008 by ELLMAN INTERNATIONAL, INC., a New York corporation ("Grantor"), in favor of CIT HEALTHCARE LLC, a Delaware limited liability company, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement (defined below).

W I T N E S S E T H:

WHEREAS, Grantor and certain of its affiliates, Grantee and certain other financial institutions have entered into a certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and the other Loan Parties by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor, certain of its affiliates and Grantee have entered into a certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Licenses (as such term is defined below), Trademarks (as such term is defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. Each of the Credit Agreement and the Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. Definitions. For purposes of this Reaffirmation, (a) "Trademark License" means any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark; and (b) "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark

Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof.

3. Acknowledgment and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby acknowledges that pursuant to the Security Agreement it has granted to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms such grant of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[The remainder of this page is left blank intentionally.]

Signature Page to Notice and Reaffirmation of Grant of Security Interest in Trademarks

IN WITNESS WHEREOF, Grantor has duly executed this Reaffirmation as of the date first written above.

GRANTOR:

ELLMAN INTERNATIONAL, INC., a
New York corporation

By: 

Name: Aaron R. Lillybridge


Its: Vice President + Secretary

Signature Page to Notice and Reaffirmation of Grant of Security Interest in Trademarks

Agreed and Accepted
As of the Date First Written Above.

GRANTEE:

**CIT HEALTHCARE LLC, a Delaware
limited liability company, as Administrative
Agent**

By: 
Name: Joyce Soendjojo
Its: Vice President

SCHEDULE 1**TRADEMARK REGISTRATIONS**

Name	Registration No.	Registration Date
EMPIRE	2672841	7-Jan-03
MICRO FIBRE	2845670	25-May-04
RF MICRO FIBRE	2840981	11-May-04
RF FIBRE	2780372	4-Nov-03
BiTip	2915873	4-Jan-05
SURGITRON	3037439	1-Jan-06
HYPO-CAL	1010912	20-May-75
CITRIC-ETCH	1235583	26-Apr-83
CYANOVENBER	1035621	16-Mar-76
SQBEZ-ETT	1249753	30-Aug-83
RADIOTOMY-TIP	2020136	3-Dec-96
RADIOBRADE	2198873	20-Oct-98
RADIOLASE	2432608	6-Mar-01
SOMNITRON	2,791,586	12-Dec-03
SOMNITRON BY ELLMAN	2678443	21-Jan-03
SOMNITRON BY THE MAKERS OF	2635746	15-Oct-02
OTO_EZ	2610351	20-Aug-02
SOMNOLENCE	2716157	13-May-03
HEMOSCALPEL	2533945	9-Jan-02
RADIOVAPORIZATION	2673216	7-Jan-03
RADIOVAPORIZATION BY ELLMAN	2670226	31-Dec-02
RADIOSONIC	2889787	28-Sep-04
PLASMATRON	2798980	23-Dec-03
ellman	2904142	23-Nov-04
COOLSURG	2801242	30-Dec-03
SURG-e	3093742	16-May-06

RADIOSURGERY	3044129	17-Jan-06
RADIOSCISSION	3184310	12-Dec-06

PENDING TRADEMARK APPLICATIONS

Name	Serial No.	Publication Date
ACE-TIP	76673609	4-Sep-07
Surg-E-Care	76682054	Pending
RAVE	76660832	13-Mar-07
DOMEAGE	76672645	7-Aug-07
DERMAGE	76672646	7-Aug-07
RF COOL GEL	76672648	Pending
RF DOME	76672649	Pending
DERMALAGE	76672647	7-Aug-07
RODIN	76676329	Pending
RADIAGE	76676713	6-Nov-07
RADIOENHANCEMENT	76676714	19-Feb-08
RADIO TIGHTENING	76676715	Pending
RADIOCONTRACTION	76676716	6-Nov-07
RADIOVOLUMETRIC SKIN TIGHTENING	76676717	6-Nov-07
RADIOVOLUMETRIC SKIN REJUVENATION	76676718	6-Nov-07
RADIOWAVE VAGINAL REJUVENATION	76677197	Pending
COSMETIC RADIOWAVE VAGINOPLASTY	76677198	Pending
RADIOWAVE VAGINAL REJUVENATION INSTITUTE OF NY	76677199	Pending