

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eleme Medical, Inc.		01/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cynosure, Inc.
Street Address:	5 Carlisle Road
City:	Westford
State/Country:	MASSACHUSETTS
Postal Code:	01886
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3402272	SMOOTHSHAPES
Registration Number:	3459704	PHOTOMOLOGY
Registration Number:	3531965	SMOOTHSHOTS
Registration Number:	3534980	ELEME
Registration Number:	3535026	ELEMÉ MEDICAL
Registration Number:	3568242	ELEME MEDICAL
Registration Number:	3599694	SMOOTHLIPO
Serial Number:	77933268	SMOOTHSPEED
Serial Number:	77859651	SMOOTHCLUB
Serial Number:	77843459	BODYSLIM
Serial Number:	77933264	SMOOTHSHARE
Serial Number:	77843470	BODYSLIMMING
Serial Number:	77250200	SMOOTHLIFT
Serial Number:	77242726	SMOOTHSHEET

OP \$415.00 3402272

Serial Number:	77357817	ELEME SKIN TREATMENT
Serial Number:	77357972	ELEME SKIN CARE

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-526-6448
Email: janey.davidson@wilmerhale.com
Correspondent Name: Michael J. Bevilacqua, Esquire
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	101719140
NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	02/11/2011

Total Attachments: 11
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of January 31, 2011 and is between Eleme Medical (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as Assignee for the Benefit of Creditors of Elemé Medical, Inc., a Delaware corporation (the "Assignor"), and Cynosure, Inc., a Delaware corporation (the "Assignee").

BACKGROUND

WHEREAS, in connection with and subject to the terms of the Asset Purchase Agreement, dated as of January 31, 2011 ("APA"), between the Assignor and the Assignee, the parties wish to execute and deliver this Assignment for the purposes of assigning the Assignor's right, title and interest, transferred to it by the General Assignment, in and to the trademarks and the registrations identified in Schedule A attached hereto (the "Trademarks") to the Assignee and recording such assignment with the United States Patent and Trademark Office and other trademark recording authorities.

NOW, THEREFORE, to effect such transactions and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

TERMS

1. Assignment. Subject to the terms of the APA, The Assignor hereby sells, conveys, transfers and assigns to the Assignee, and the Assignee hereby receives, acquires and accepts, all of the Assignor's right, title and interest, transferred to it by the General Assignment, in and to the Trademarks and the use thereof, the registration of such Trademarks, as set forth in Schedule A, all past, present and future applications and registrations therefor and extensions and renewals thereof, together with all of the business associated with the Trademarks and all of the goodwill associated with or symbolized by the Trademarks, the right to sue for past, present and future infringement of the Trademarks and the right to any other claim arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding with the foregoing throughout the world.

2. Further Assurances. At the sole cost of Assignee, the Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment, including, without limitation, in connection with the recording of this Assignment in the United States and any non-U.S. jurisdiction.

3. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable Delaware conflict of laws principles).

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

6. Defined Terms. Capitalized terms used herein and not defined herein shall have the meaning set forth in the APA.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative as of the date first set forth above.

Assignor:

Eleme Medical (assignment for the benefit of creditors),
LLC

By: [Signature]
Name: MICHAEL A MADRY
Title: MANAGING MEMBER

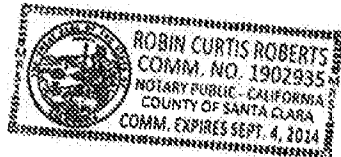
[Signature page to Trademark Assignment Agreement]

STATE OF CALIFORNIA
) ss.:
COUNTY OF SANTA CLARA

This instrument was executed and acknowledged before me on the ___ day of January, 2011, by MICHAEL A MADRY the MANAGING MEMBER of Eleme Medical (assignment for the benefit of creditors), LLC, a California limited liability company, on behalf of said company.

[Signature]
Notary Public

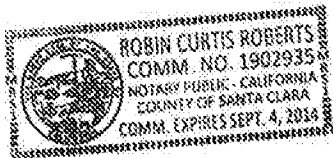
(Seal)



ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
 County of **SANTA CLARA**

On _____ before me, Robin Curtis Roberts, a Notary Public personally appeared



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Robin Curtis Roberts, Notary Public
 Phone 650-465-0700 – Fax 650-964-3879
 Commission number # 1902935
 Expires 9/04/2014

Robin Curtis Roberts

<p><input type="checkbox"/> Capacity claimed by signer (Principal)</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Corporate Officer</p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-fact</p> <p><input type="checkbox"/> Trustee</p> <p><input type="checkbox"/> Guardian/Conservator</p> <p>Other:</p> <p>_____</p> <p>_____</p>	<p>Description of attached document</p> <p>Title or type of document: _____</p> <p>Number of pages: _____</p> <p>Date of document: _____</p> <p>Other: _____</p> <p>_____</p>
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IN WITNESS WHEREOF, the Assignee has caused this Assignment to be executed by its duly authorized representative as of the date first set forth above.

Assignee:

Cynosure, Inc.

By: [Signature]
Name: Michael R. Davis
Title: President & CEO

[Signature page to Trademark Assignment Agreement]

STATE OF MA


) ss:

COUNTY OF _____

This instrument was executed and acknowledged before me on the 2 day of February, 2011, by Michael R. Davis, the PRESIDENT & CEO of Cynosure, Inc., a Delaware corporation, on behalf of said company.

[Signature]
Notary Public

(Seal)

 DONA-MARIA DEAN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
JULY 4, 2014

Schedule A

ELEME MEDICAL INC. INTELLECTUAL PROPERTY
As of December 2010 for Elemé IP
As of March 2009 for Licensed-In IP

TRADEMARKS

Docket No.	Country	Mark	Date Filed	Application No.	Status
ELEM-TM-001	US	LASER TONER	20-Jul-2001	76/288191	ABANDONED
ELEM-TM-002	US	SMOOTH SHAPES	23-Jan-2004	76/572427	ABANDONED
ELEM-TM-003	US	BIOCELLULASE	02-Dec-2005	76/651281	ABANDONED
ELEM-TM-004	US	SMOOTH SHAPES	10-Nov-2005	3402272	REGISTERED®
ELEM-TM-005	AU	SMOOTH SHAPES	16-Oct-2008	1267894	REGISTERED
ELEM-TM-006	BR	SMOOTH SHAPES	22-Oct-2008	829937773	PUBLISHED
ELEM-TM-007	BR	SMOOTH SHAPES	22-Oct-2008	829937781	PUBLISHED
ELEM-TM-008	CA	SMOOTH SHAPES	24-Oct-2008	1415813	REGISTERED
ELEM-TM-009	CN	SMOOTH SHAPES	22-Oct-2008	3402272	PENDING
ELEM-TM-010	CN	SMOOTH SHAPES	21-Oct-2008	3402272	REGISTERED
ELEM-TM-011	EM	SMOOTH SHAPES	15-Oct-2008	7318009	REGISTERED
ELEM-TM-012	HK	SMOOTH SHAPES	16-Oct-2008	301221632	REGISTERED
ELEM-TM-013	JP	SMOOTH SHAPES	16-Oct-2008	5242901	REGISTERED
ELEM-TM-014	US	PHOTOMOLOGY	27-Jul-2006	3459704	REGISTERED®
ELEM-TM-015	US	PHOTOMOLOGIE	27-Jul-2006	78/938569	ABANDONED
ELEM-TM-016	US	ELEME MEDICAL	28-Jun-2007	3568242	REGISTERED®
ELEM-TM-017	AU	ELEME MEDICAL	29-Jun-2007	1185057	REGISTERED
ELEM-TM-018	BR	ELEME MEDICAL	26-Jun-2007	829270892	REGISTERED
ELEM-TM-019	BR	ELEME MEDICAL	26-Jun-2007	829270884	REGISTERED
ELEM-TM-020	CA	ELEME MEDICAL	03-Jul-2007	1354196	PUBLISHED
ELEM-TM-021	CN	ELEME MEDICAL	18-Jul-2007	6171571	PENDING
ELEM-TM-022	CN	ELEME MEDICAL	18-Jul-2007	6171570	REGISTERED
ELEM-TM-023	EM	ELEME MEDICAL	29-Jun-2007	6052377	REGISTERED
ELEM-TM-024	HK	ELEME MEDICAL	29-Jun-2007	300901908	REGISTERED

PM0235122.11

ELEME MEDICAL INC. INTELLECTUAL PROPERTY

As of December 2010 for Elemé IP

As of March 2009 for Licensed-In IP

ELEMTM-025	JP	ELEME MEDICAL	29-Jun-2007	5114532	REGISTERED
ELEMTM-026	US	SMOOTHSHOTS	31-Jul-2007	3531965	REGISTERED®
ELEMTM-027	US	SMOOTHWIPE	31-Jul-2007	77/242675	ABANDONED
ELEMTM-028	US	SMOOTHSOCIEITY	31-Jul-2007	77/242689	ABANDONED
ELEMTM-029	US	SMOOTHSHHEET	31-Jul-2007	77/242726	ALLOWED
ELEMTM-030	US	SMOOTHLIFT	08-Aug-2007	77/250200	ALLOWED
ELEMTM-031	US	ELEME	08-Aug-2007	3534980	REGISTERED®
ELEMTM-032	AU	ELEME	15-Aug-2007	1193455	REGISTERED
ELEMTM-033	BR	ELEME	17-Sep-2007	829361340	PUBLISHED
ELEMTM-034	BR	ELEME	17-Sep-2007	829361367	PUBLISHED
ELEMTM-035	CA	ELEME	21-Aug-2007	1360459	REGISTERED
ELEMTM-036	CN	ELEME	15-Aug-2007	6221821	REGISTERED
ELEMTM-037	CN	ELEME	15-Aug-2007	6221822	PUBLISHED
ELEMTM-038	EM	ELEME	14-Aug-2007	6197909	REGISTERED
ELEMTM-039	HK	ELEME	11-Aug-2007	300932535	REGISTERED
ELEMTM-040	JP	ELEME	13-Aug-2007	5119458	REGISTERED
ELEMTM-041	US	ELEME MEDICAL (Design)	31-Aug-2007	3535026	REGISTERED®
ELEMTM-042	AU	ELEME MEDICAL (Design)	07-Sep-2007	1198153	REGISTERED
ELEMTM-043	BR	ELEME MEDICAL (Design)	17-Sep-2007	829361375	PUBLISHED
ELEMTM-044	BR	ELEME MEDICAL (Design)	17-Sep-2007	829361383	PUBLISHED
ELEMTM-045	CA	ELEME MEDICAL (Design)	11-Sep-2007	1363232	REGISTERED
ELEMTM-046	CN	ELEME MEDICAL	24-Sep-2007	6292722	REGISTERED

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ELEME MEDICAL INC. INTELLECTUAL PROPERTY
As of December 2010 for Elemé IP
As of March 2009 for Licensed-In IP

ELEMTM-047	CN	(Design) ELEME MEDICAL (Design)	24-Sep-2007	6292723	ABANDONED
ELEMTM-048	EM	ELEME MEDICAL (Design)	07-Sep-2007	6257109	REGISTERED
ELEMTM-049	HK	ELEME MEDICAL (Design)	08-Sep-2007	300950355	REGISTERED
ELEMTM-050	JP	ELEME MEDICAL (Design)	07-Sep-2007	5125082	REGISTERED
ELEMTM-051	US	SMOOTHLIPO	21-Dec-2007	3599694	REGISTERED®
ELEMTM-052	US	ELEME SKIN TREATMENT	21-Dec-2007	77/357817	ALLOWED
ELEMTM-053	AU	ELEME SKIN TREATMENT	14-Jan-2008	1219429	REGISTERED®
ELEMTM-054	BR	ELEME SKIN TREATMENT	10-Apr-2008	829693084	PUBLISHED
ELEMTM-055	CA	ELEME SKIN TREATMENT	11-Jan-2008	1378790	PUBLISHED
ELEMTM-056	CN	ELEME SKIN TREATMENT	19-Jun-2008	6792140	PENDING
ELEMTM-057	EM	ELEME SKIN TREATMENT	14-Jan-2008	6579874	REGISTERED
ELEMTM-058	HK	ELEME SKIN TREATMENT	21-Jan-2008	301036142	REGISTERED
ELEMTM-059	JP	ELEME SKIN TREATMENT	07-Mar-2008	5167746	REGISTERED
ELEMTM-060	US	ELEME SKIN CARE	21-Dec-2007	77/357972	ALLOWED

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ELEME MEDICAL INC. INTELLECTUAL PROPERTY
As of December 2010 for Elemé IP
As of March 2009 for Licensed-In IP

ELEMTM-061	AU	ELEME SKIN CARE	14-Jan-2008	1219428	REGISTERED
ELEMTM-062	BR	ELEME SKIN CARE	10-Apr-2008	829693076	PUBLISHED
ELEMTM-063	CA	ELEME SKIN CARE	11-Jan-2008	1378791	PUBLISHED
ELEMTM-064	CN	ELEME SKIN CARE	19-Jun-2008	6792139	PUBLISHED
ELEMTM-065	EM	ELEME SKIN CARE	14-Jan-2008	6579809	REGISTERED
ELEMTM-066	HK	ELEME SKIN CARE	21-Jan-2008	301036061	REGISTERED
ELEMTM-067	JP	ELEME SKIN CARE	07-Mar-2008	5167745	REGISTERED
ELEMTM-068	US	BODYSLIM	7-Oct-2009	77/843459	ALLOWED
ELEMTM-069	US	BODYSLIMMING	7-Oct-2009	77/843470	PENDING
ELEMTM-070	US	SMOOTHCLUB	28-Oct-2009	77/859651	ALLOWED
ELEMTM-071	US	SMOOTHSHARE	11-Feb-2010	77/933264	ALLOWED
ELEMTM-072	US	SMOOTHSPED	11-Feb-2010	77/933268	PENDING
ELEMTM-073	AU	BODYSLIM	02-Mar-2010	1348211	PENDING
ELEMTM-074	BR	BODYSLIM	07-Apr-2010	830581120	PUBLISHED
ELEMTM-075	CA	BODYSLIM	10-Mar-2010	1472550	PUBLISHED
ELEMTM-076	CN	BODYSLIM	23-Mar-2010	8149045	PENDING
ELEMTM-077	EM	BODYSLIM	02-Mar-2010	8920738	REGISTERED
ELEMTM-078	HK	BODYSLIM	02-Mar-2010	301553454	ABANDONED
ELEMTM-079	JP	BODYSLIM	03-Mar-2010	2010-015733	PENDING
ELEMTM-080	AU	BODYSLIMMING	02-Mar-2010	1348219	PENDING
ELEMTM-081	BR	BODYSLIMMING	07-Apr-2010	830581162	PUBLISHED
ELEMTM-082	CA	BODYSLIMMING	10-Mar-2010	1472549	PENDING
ELEMTM-083	CN	BODYSLIMMING	23-Mar-2010	8149046	PENDING
ELEMTM-084	EM	BODYSLIMMING	02-Mar-2010	8920779	ABANDONED
ELEMTM-085	HK	BODYSLIMMING	02-Mar-2010	301553445	ABANDONED
ELEMTM-086	JP	BODYSLIMMING	03-Mar-2010	2010-015734	PENDING
ELEMTM-087	AU	SMOOTHCLUB	02-Mar-2010	1348226	REGISTERED

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ELEME MEDICAL INC. INTELLECTUAL PROPERTY
As of December 2010 for Elemé IP
As of March 2009 for Licensed-In IP

ELEMTM-088	BR	SMOOTHCLUB	07-Apr-2010	830581103	PENDING
ELEMTM-089	CA	SMOOTHCLUB	10-Mar-2010	1472548	PUBLISHED
ELEMTM-090	CN	SMOOTHCLUB	23-Mar-2010	8149047	PENDING
ELEMTM-091	EM	SMOOTHCLUB	02-Mar-2010	8920936	REGISTERED
ELEMTM-092	HK	SMOOTHCLUB	02-Mar-2010	301553436	REGISTERED
ELEMTM-093	JP	SMOOTHCLUB	03-Mar-2010	2010-015735	REGISTERED
ELEMTM-094	AU	SMOOTHSPED	02-Mar-2010	1348233	PENDING
ELEMTM-095	BR	SMOOTHSPED	07-Apr-2010	830581111	PENDING
ELEMTM-096	CA	SMOOTHSPED	08-Mar-2010	1472294	PUBLISHED
ELEMTM-097	CN	SMOOTHSPED	23-Mar-2010	8149028	PENDING
ELEMTM-098	EM	SMOOTHSPED	02-Mar-2010	8920993	REGISTERED
ELEMTM-099	HK	SMOOTHSPED	02-Mar-2010	301553463	ABANDONED
ELEMTM-ADV001	UK	SMOOTH	05-Jul-2010	2552111	OPPOSITION