## 29884

# CH \$40.00

#### 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
Hoya Photonics, Inc.		06/23/2011	CORPORATION: CALIFORNIA

#### **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: 1

Property Type	Number	Word Mark
Registration Number:	2988443	MEDLITE

#### **CORRESPONDENCE DATA**

Fax Number: (415)836-2501

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

Phone: 415.836.2557

Email: carolanne.bashir@dlapiper.com

Correspondent Name: Heather A. Dunn

Address Line 1: 555 Mission Street, Suite 2400

Address Line 4: San Francisco, CALIFORNIA 94105-2933

ATTORNEY DOCKET NUMBER:	352725-900122
NAME OF SUBMITTER:	Carol Anne Bashir
Signature:	/Carol Anne Bashir/
Date:	08/17/2011

#### Total Attachments: 4

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of the \_\_\_\_ day of June, 2011, by HOYA PHOTONICS, INC., a California corporation doing business as Hoya ConBio, with its principal place of business 47733 Fremont Blvd., Fremont, CA 94538 ("Assignor"), to Cynosure, Inc., a Delaware corporation with its principal place of business at 5 Carlisle Road, Westford, MA 01886 ("Assignee").

#### **RECITALS:**

- A. Assignee and Assignor are parties to an Asset Purchase Agreement dated as of June \_\_\_\_, 2011 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Asset Purchase Agreement), including without limitation certain trademark registrations and applications of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, ownership of all such trademark registrations and applications.
- B. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the trademark registrations and applications listed on Schedule A annexed hereto and incorporated herein by reference and the trademarks which are the subjects thereof, together with the goodwill of the business associated therewith (all of the foregoing being referred to herein as the "Trademarks").

NOW, THEREFORE, in consideration of the mutual promises set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee Assignor's entire right, title and interest in and to the Trademarks, including the goodwill of the business connected with the use of, and symbolized by, said Trademarks.

Assignor further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee to effectuate this assignment.

Witness my hand and seal this 23 day of June, 2011.

HOYA PHOTONICS, INC.

Ву:

Name: Timothy S. Gehlmann

Title: President and Chief Executive Officer

County of Sarra Cuara State of Cantornia

Then personally appeared the above named Timothy S. Gehlmann, President and Chief Executive Officer of Assignor and acknowledged the foregoing act to be his on her free act and deed, before me, this 23th day of June, 2011.

CHRIS STORLIE
COMM. NO. 1904713 M
COUNTY OF SANTA CLARA
COMM. EXPIRES SEPT. 19, 2014

Notary Public

My commission expires: 09-19-2014

### Jurat

State of California
County of SANTA CLARA
Subscribed and sworn to (or affirmed) before me on this 2300 day of June 2011 by TIMOTHY S. GEHLMANN
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature  (Notary seal)  Signature  (Notary seal)

#### OPTIONAL INFORMATION

DESCRIPTION OF T	THE ATTACHED DOCUMENT
(Title or descr	iption of attached document)
(Title or description	of attached document continued)
Number of Pages	Document Date
(Add	itional information)

#### INSTRUCTIONS FOR COMPLETING THIS FORM

Any Jurat completed in California must contain verbiage that indicates the notary public either personally knew the document signer (affiant) or that the identity was satisfactorily proven to the notary with acceptable identification in accordance with California notary law. Any jurat completed in California which does not have such verbiage must have add the wording either with a jurat stamp or with a jurat form which does include proper wording. There are no exceptions to this law for any jurat performed in California. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office
  of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

2008 Version CAPA v1.9.07 800-873-9865 www.NotaryClasses.com

TRADEMARK

REEL: 004606 FRAME: 0578

#### **SCHEDULE A**

#### **Trademark Applications and Registrations**

Trademark	Registration Number	<u>Jurisdiction</u>	Date of Issuance	Registered Owner
REVLITE & DESIGN	TMA719640	Canada	07/29/08	Hoya Photonics, Inc.
MEDLITE	2666857	European Community	11/19/04	Hoya Photonics, Inc.
REVLITE & DESIGN	923554	European Community	04/17/07	Hoya Photonics, Inc.
REVLITE & DESIGN	923554	Int'l Registration – Madrid Protocol Only	04/17/07	Hoya Photonics, Inc.
MEDLITE	57550	Puerto Rico	06/08/04	Hoya Photonics, Inc.
DermaSCULPT & DESIGN	3607193	United States	04/14/09	Hoya Photonics, Inc.
MEDLITE	2988443	United States	08/30/05	Hoya Photonics, Inc.
REVLITE & DESIGN	3316377	United States	10/23/07	Hoya Photonics, Inc.
V-RASER	3577511	United States	02/17/09	Hoya Photonics, Inc.

- 4 -

**RECORDED: 08/17/2011**