

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syneron Medical Ltd.		09/20/2017	Corporation: ISRAEL
Candela Corporation		09/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ING Capital LLC, as Collateral Agent		
Street Address:	1133 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3517025	ALEX TRIVANTAGE	
Registration Number:	3517091	ALEX TRIVANTAGE	
Registration Number:	1549891	CANDELA	
Registration Number:	4260556	GENTLE FAMILY	
Registration Number:	4495995	GENTLE HAIR REMOVAL	
Registration Number:	2202250	GENTLELASE	
Registration Number:	4092264	GENTLELASE PRO	
Registration Number:	4143836	GENTLEMAX PRO	
Registration Number:	2521333	GENTLEPEEL	
Registration Number:	2696488	GENTLEYAG	
Registration Number:	4453829	GENTLEYAG PRO-U	
Registration Number:	2784642	SMOOTH BEAM	
Registration Number:	2515791	VBEAM	
Registration Number:	4520330	VBEAM PERFECTA	
Registration Number:	3952648	CO2RE	
Serial Number:	86663450	CO2RE INTIMA	
Registration Number:	4143844	EVOLASTIN	
Serial Number:	87065464	GENTLETOUCH	

OP \$465.00 3517025

CORRESPONDENCE DATA**Fax Number:** 8009144240*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/20/2017

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Syneron Medical Ltd.
- 2. Candela Corporation

- Individual(s)
- Partnership
- Corporation- State: 1. Israel; 2. DE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) 1. Israel; 2. USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 20, 2017

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ING Capital LLC, as Collateral Agent

Street Address: 1133 Avenue of the Americas

City: New York

State: NY

Country: USA Zip: 10036

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Elaine Carrera
Signature

September 20, 2017

Date

Elaine Carrera

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated September 20, 2017, is made by SYNERON MEDICAL LTD, a company formed under the laws of the State of Israel (the “Israeli Borrower”), and CANDELA CORPORATION, a Delaware corporation (together, the “Grantors” and each, a “Grantor”) in favor of ING CAPITAL LLC, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, SYNERON, INC., as the U.S. Borrower (the “U.S. Borrower”), the Israeli Borrower (together with the U.S. Borrower, the “Borrowers”), ING CAPITAL LLC as Administrative Agent and Collateral Agent (the “Administrative Agent”) and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the Credit Agreement dated September 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to extend credit to the Borrowers, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated September 20, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”): the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending, including those set forth in Schedule A hereto;

SECTION 2. Recordation. This Short Form IP Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 3. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Short Form Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SYNERON MEDICAL LTD,
as Grantor

By: 
Name: Michael Johnson
Title: Chief Financial Officer

IN WITNESS WHEREOF, Grantor has caused this Short Form Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SYNERON MEDICAL LTD,
as Grantor

By: _____


Name: Geoffrey Crouse
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006157 FRAME: 0672

IN WITNESS WHEREOF, Grantor has caused this Short Form Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CANDELA CORPORATION,
as Grantor

By: 
Name: Michael Johnson
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006157 FRAME: 0673

IN WITNESS WHEREOF, Grantor has caused this Short Form Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CANDELA CORPORATION,
as Grantor

By: 

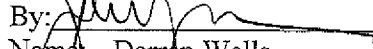
Name: Geoffrey Crouse

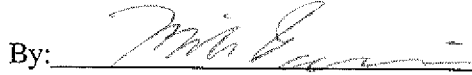
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006157 FRAME: 0674

ING CAPITAL LLC,
as Collateral Agent

By: 
Name: Darren Wells
Title: Managing Director

By: 
Name: Mike Garvin
Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A

United States Trademarks and Trademark Applications Registrations

Trademark	Registration No.	Serial No.	Owner (USPTO)
[Design Only]	4,899,939 (66A)	79/166,438	Candela Corporation
ALEX TRIVANTAGE	3,517,025	77/043,625	Candela Corporation
ALEX TRIVANTAGE	3,517,091	77/065,543	Candela Corporation
CANDELA	1,549,891 ¹	73/728,390	Candela Corporation
GENTLE FAMILY	4,260,556	85/565,716	Candela Corporation
GENTLE HAIR REMOVAL	4,495,995	85/814,249	Candela Corporation
GENTLELASE	2,202,250 ²	75/296,996	Candela Corporation
GENTLELASE PRO	4,092,264	85/239,530	Candela Corporation
GENTLEMAX PRO	4,143,836	85/239,469	Candela Corporation
GENTLEPEEL	2,521,333	75/771,209	Candela Corporation
GENTLEYAG	2,696,488	76/277,865	Candela Corporation
GENTLEYAG PRO-U	4,453,829	85/872,074	Candela Corporation
PICOWAY	4,531,484 (66A)	79/138,982	Candela Corporation
SMOOTH BEAM	2,784,642	76/179,383	Candela Corporation
VBEAM	2,515,791	75/893,036	Candela Corporation
VBEAM PERFECTA	4,520,330	85/898,271	Candela Corporation
ADELINE	4,990,872 (66A)	79/171,248	Syneron Medical Ltd.
CO2RE	3,952,648	85/066,436	Syneron Medical Ltd.
CO2RE INTIMA		86/663,450	Syneron Medical Ltd.
ELOS	4,883,509 (66A)	79/158,579	Syneron Medical Ltd.
EVOLASTIN	4,143,844	85/240,907	Syneron Medical Ltd.
GENTLETOUCH		87/065,464 (Pending ITU)	Syneron Medical Ltd.
PRACTICE 360	4,733,770 (66A)	79/154,770	Syneron Medical Ltd.

¹ Company to release the following security interests: Fleet Bank of Massachusetts, N.A. recorded at reel 1064, frame 0122; Fleet National Bank recorded at reel 1910, frame 0750.

² Company to release the following security interest: Fleet National Bank security interest recorded at reel 1910, frame 0750.