

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest Assignments Recorded at Reel/Frame 6051/0207

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		10/03/2017	Bank: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Palomar Medical Technologies, LLC
Street Address:	5 Carlisle Road
City:	Westford
State/Country:	MASSACHUSETTS
Postal Code:	01886
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2465621	PALOMAR
Registration Number:	4386793	PALOMAR ICON
Registration Number:	4020313	PALOVIA
Registration Number:	3963630	PROVEN BY DERMATOLOGISTS. PERFECTED FOR
Registration Number:	3942431	SKIN RENEWING LASER
Registration Number:	4438431	SKINTEL
Registration Number:	4323767	VECTUS

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Darlena Bari Stark
 Address Line 1: 1025 Vermont Ave NW, Suite 1130
 Address Line 2: COGENCY GLOBAL INC.
 Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173059 Release
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OP \$190.00 2465621

NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	10/05/2017
Total Attachments: 3 source=#90127565v1 - (Palomar - Trademark Security Release Agreement for Filing)#page2.tif source=#90127565v1 - (Palomar - Trademark Security Release Agreement for Filing)#page3.tif source=#90127565v1 - (Palomar - Trademark Security Release Agreement for Filing)#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Release of Security Interest in Trademark Rights (this “Release”) is made as of October 3, 2017, and granted by BANK OF AMERICA, N.A. (the “Collateral Agent”), in its capacity as collateral agent pursuant to that certain Pledge and Security Agreement dated as of May 29, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) by and among HOLOGIC, INC., a Delaware corporation (the “Borrower”), PALOMAR MEDICAL TECHNOLOGIES, LLC (the “Grantor”), certain other subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent. Capitalized terms used herein have the meanings attributed thereto in the Pledge and Security Agreement unless otherwise defined herein.

WHEREAS, pursuant to the Pledge and Security Agreement, a security interest (the “Security Interest”) was granted by the Grantor to the Collateral Agent in certain collateral, including the Trademark Collateral (as defined in the Trademark Security Agreement (hereinafter defined));

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of May 1, 2017 (the “Trademark Security Agreement”), between the CYNOSURE, INC., the Grantor and the Collateral Agent, which was recorded with the United States Patent and Trademark Office on May 3, 2017 on Reel 6051 Frame 0207, the Grantor and Cynosure, Inc. pledged to the Collateral Agent, for the benefit of the Secured Parties, a Security Interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in and lien on all of the Grantor’s right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby states as follows:

1. **Definitions.** The term “Trademark Collateral” shall have the meaning provided by reference in the Trademark Security Agreement, and shall include, without limitation, all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule I hereto.

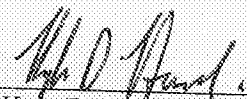
2. **Release of Security Interest.** The Collateral Agent hereby terminates the Trademark Security Agreement solely as it relates to the Grantor and hereby terminates, cancels, discharges and releases its Security Interest in and any lien on all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, in each case without warranty or recourse. If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademarks listed on Schedule I hereto, then the Collateral Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor. Notwithstanding anything to the contrary in this Release, all obligations of CYNOSURE, INC. as a signatory to the Trademark Security Agreement shall remain in force.

3. **Further Assurances.** The Collateral Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor’s sole expense.

4. **Governing Law.** This Release shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Kyle D Harding
Title: Assistant Vice President

SCHEDULE I

Mark	Status	App#	Registration#	Filed Date	Registered Date	Grantor
PALOMAR	Registered	76/058179	2465621	26-May-2000	03-Jul-2001	Palomar Medical Technologies, LLC
PALOMAR ICON	Registered	85/710011	4386793	22-Aug-2012	20-Aug-2013	Palomar Medical Technologies, LLC
PALOVIA	Registered	85/036879	4020313	12-May-2010	30-Aug-2011	Palomar Medical Technologies, LLC
PROVEN BY DERMATOLOGISTS. PERFECTED FOR YOU.	Registered	85/081020	3963630	09-Jun-2010	17-May-2011	Palomar Medical Technologies, LLC
SKIN RENEWING LASER	Registered	85/103104	3942431	09-Aug-2010	05-Apr-2011	Palomar Medical Technologies, LLC
SKINTEL	Registered	85/704607	4438431	15-Aug-2012	26-Nov-2013	Palomar Medical Technologies, LLC
VECTUS	Registered	85/710321	4323767	22-Aug-2012	23-Apr-2013	Palomar Medical Technologies, LLC