

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451613

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	DECLARATION ATTESTING TO RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLEET BANK OF MASSACHUSETTS, N.A.		11/15/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANDELA LASER CORPORATION		
<b>Street Address:</b>	530 BOSTON POST ROAD		
<b>City:</b>	WAYLAND		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01778		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1518795	LASERTRIPTER	
<b>Registration Number:</b>	1699768	SCLEROLASER	
<b>Registration Number:</b>	1549891	CANDELA	
<b>Registration Number:</b>	1706510	MINIFLEX	
<b>Registration Number:</b>	1844274	RADIOGOLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<i>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.</i>			
<b>Phone:</b>	(650) 251-5106		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	AMBER HAREZLAK, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	2475 HANOVER STREET		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	003086/0001		
<b>NAME OF SUBMITTER:</b>	Amber Harezlak		
<b>SIGNATURE:</b>	/ah/		
<b>DATE SIGNED:</b>	11/20/2017		

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**Total Attachments: 4**

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: CANDELA LASER CORPORATION

TRADEMARK	REGISTRATION NO.	SERIAL No.	OWNER
LASERTRIPTER	1518795	73728389	Candela Laser Corporation
SCLEROLASER	1699768	74107716	Candela Laser Corporation
CANDELA	1549891	73728390	Candela Laser Corporation
MINIFLEX	1706510	74217174	Candela Laser Corporation
RADIOGOLD	1844274	74358449	Candela Laser Corporation

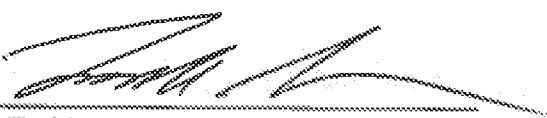
DECLARATION ATTESTING TO RELEASE OF SECURITY INTEREST

TO THE COMMISSIONER FOR TRADEMARKS:

I, Todd Acorn, declare and state as follows:

1. I am the Vice President, Finance for the above-identified registrant, Candela Laser Corporation, owner of the above-identified United States trademark registrations.
2. A Security Agreement (the "Security Agreement") between the registrant Candela Laser Corporation and Fleet National Bank of Massachusetts (the "Agent"), was recorded against the above registrations on October 4, 1993, at Reel No. 1064, Frame No. 0122. A copy of the assignment record reflective of this recordation is enclosed as Exhibit A.
3. The Security Agreement is no longer in effect and all indebtedness underlying the Security Agreement has been completely repaid.
4. Fleet National Bank was acquired by Bank of America, and efforts to obtain a release have been unsuccessful to date.
5. Therefore, Candela Laser Corporation attests that the Security Agreement is no longer in effect and there is no security interest in place for the benefit of the Agent.

I, the undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the registration, declare that the facts set forth in this declaration are true, all statements are made of my own knowledge are true, and all statements made on information and belief are believed to be true.

  
By: Todd Acorn, Vice President, Finance

Date: 15-NOV-2017

NOTICE OF ASSIGNMENT OF SECURITY INTEREST

WHEREAS, CANDELA LASER CORPORATION, a Delaware corporation with a principal place of business at 530 Boston Post Road, Wayland, MA 01778 (the "Company") and FLEET BANK OF MASSACHUSETTS, N.A., with a principal place of business at 75 State Street, Boston, MA 02109 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated as of June 30, 1993 (the "Security Agreement") and a related letter agreement dated January 14, 1993, as amended (as so amended, the "Letter Agreement"); and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement are security interests in each of the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed in Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any event described in Paragraphs 5.1(a), 5.1(f) or 5.1(g) of the Letter Agreement during such time as a loan (or any interest thereon) from the Bank to the Company under the Letter Agreement is outstanding,

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to execute and deliver, in the name of and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Notice of Security Interest. The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

CANDELA LASER CORPORATION

FLEET BANK OF  
MASSACHUSETTS, N.A.

By Michael Giarratano  
Name: Michael Giarratano  
Title: VP Finance, CFO &  
Treasurer

By Thomas W. Davis  
Its VP

COMMONWEALTH OF MASSACHUSETTS )  
  ) ss.  
COUNTY OF MIDDLESEX )

Then personally appeared before me the above-named Michael Giarratano VP CFO & Treasurer of Candela Laser Corporation, and stated that he executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 29<sup>th</sup> day of July, 1993.

Salvatore F. Mazzarini  
Notary Public  
My commission expires:

Salvatore F. Mazzarini  
**NOTARY PUBLIC**  
My commission exp. May 5, 2000

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SCHEDULE A

TO

NOTICE OF ASSIGNMENT OF SECURITY INTEREST

Marks with Federal Registrations

<u>Mark</u>	<u>Registration No./Date</u>	<u>Use</u>
CANDELA	1,549,891 8/1/89	Company Name; Company Publications
SCLEROLASER	1,699,768 7/7/92	Laser Hardware; Company Publications
LASERTRIPTER	1,518,795 1/3/89	Laser Hardware; Company Publications
MINIFLEX	1,706,510 8/11/92	Laser Accessory; Company Publications

Marks with Pending Applications

<u>Mark</u>	<u>Control/Serial Number</u>	
RADIOGOLD	74/358,449	Laser Accessory; Company Publications

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RECORDED  
PATENT AND TRADEMARK  
OFFICE