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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

v1.1 ETAS ID: TM451838

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	DECLARATION ATTESTING TO RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FLEET NATIONAL BANK		11/21/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CANDELA CORPORATION FKA CANDELA LASER CORPORATION
Street Address:	530 BOSTON POST ROAD
City:	WAYLAND
State/Country:	MASSACHUSETTS
Postal Code:	01778
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1518795	LASERTRIPTER
Registration Number:	1699768	SCLEROLASER
Registration Number:	1549891	CANDELA
Registration Number:	1706510	MINIFLEX
Registration Number:	1844274	RADIOGOLD
Registration Number:	2202250	GENTLELASE

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5106

Email: ksolomon@stblaw.com

Correspondent Name: AMBER HAREZLAK, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	003086/0001
NAME OF SUBMITTER:	Amber Harezlak
SIGNATURE:	/ah/

DATE SIGNED:	11/21/2017	
Total Attachments: 5		
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: CANDELA CORPORATION (F/K/A CANDELA LASER CORPORATION

TRADEMARK	REGISTRATION NO.	SERIAL No.
LASERTRIPTER	1518795	73728389
SCLEROLASER	1699768	74107716
CANDELA	1549891	73728390
MINIFLEX	1706510	74217174
RADIOGOLD	1844274	74358449
GENTLELASE	2202250	75296996

DECLARATION ATTESTING TO RELEASE OF SECURITY INTEREST

TO THE COMMISSIONER FOR TRADEMARKS:

- I, Todd Acorn, declare and state as follows:
 - I am the Vice President, Finance for the above-identified registrant, Candela 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 (the "Agent"), was recorded against the above registrations on June 10, 1999, at Reel No. 1910, Frame No. 0750. 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 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: 21-Nov-2017

EXHIBIT A

SCHEDULE A TO SECURITY AGREEMENT (TRADEMARKS)

TRADEMARKS

Marks with Federal Registration

Marks	Registration No./Reg. Date	<u>Use</u>	
RADIOGOLD	1,844,274/July 12, 1994	Optical fiber for use in medical laser surgery; namely, for use in fragmenting urinary and biliary stones	
MINIFLEX	1,706,510/August 11, 1992	Endoscopes and accessories therefor	
SCLEROLASER	1,699,768/July 7, 1992	Medical lasers	
CQ	1,669,768/December 24, 1991	Publication services, namely publishing books, magazines, newsletters, pamphlets, booklets and reference books in the field of government, political science and history, and textbooks pertaining to a variety of topics, not including amateur radio communications	
CANDELA	1,549,891/August 1, 1989	Scientific lasers, capacitive charging power supplies and parts thereof; medical lasers, medical lasers with capacitive charging power supplies and parts thereof	
LASERTRIPTER	1,518,795/January 3, 1989	Medical lasers	
Marks with Pending Applications			
<u>Marks</u>	Serial No./Filing Date	<u>Use</u>	
GENTLELASE	75-296,996/May 23, 1997	Medical lasers	

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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, CANDELA CORPORATION (sometimes heretofore known as "Candela Laser Corporation"), a Delaware corporation, with a principal place of business at 530 Boston Post Road, Wayland, MA 01778 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory and Accounts Receivable Security Agreement dated February 13, 1997, as amended (as so amended, the "Security Agreement") and are also parties to a related letter agreement dated February 13, 1997, as amended (as so amended, "Letter Agreement") between the Bank and the Company; and

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

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in 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 on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; 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 of Default (as defined in the Letter Agreement), to

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execute and deliver, in the name 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 Security Agreement (Trademarks). 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.

By: Say Sing Name: By: Brojer Title: Components of the Strong of the Str	By: Dapen Oripede Its Vp
COMMONWEALTH OF MASSACHUSETTS) SS COUNTY OF SUFFOLK Then personally appeared before me the about the foregoing instrument under the authority of said conformation acknowledged the foregoing instrument to be the frequency with the firm of the seal this s	ove-named F. Paul Broyer, the n, and stated that he/she executed the rporation's Board of Directors and ee act and deed of said corporation.

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