

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cynosure, LLC		12/30/2019	Limited Liability Company: DELAWARE
Palomar Medical Technologies, LLC		12/30/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Serial Number:	87748402	BEAUTIFULLY INTELLIGENT
Serial Number:	88640955	ICON
Serial Number:	88640958	ICON
Registration Number:	5914979	TEMPSURE
Serial Number:	88410963	WARMSCULPTING
Registration Number:	5722979	A SMARTER WAY TO SCULPT
Registration Number:	2630071	APOGEE
Registration Number:	4378532	CELLULAZE
Registration Number:	1235583	CITRIC-ETCH
Registration Number:	1035621	CYANO-VENEER
Registration Number:	2030348	CYNOSURE
Serial Number:	88665680	ELITE IQ
Registration Number:	4501184	ELLMAN
Registration Number:	2904142	ELLMAN
Registration Number:	4368479	EMPIRE
Serial Number:	88703336	FLEXSURE
Registration Number:	4057099	GLIDESAFE

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2533945	HEMOSCALPEL
Registration Number:	1010912	HYPO-CAL
Registration Number:	4664654	MEDLEY
Registration Number:	2988443	MEDLITE
Registration Number:	2465621	PALOMAR
Registration Number:	4386793	PALOMAR ICON
Registration Number:	4590385	PELLEFIRM
Registration Number:	3998653	PELLEVÉ
Registration Number:	4397098	PICOSURE
Registration Number:	4665616	PRECISIONTX
Registration Number:	2432608	RADIOLASE
Registration Number:	3044129	RADIOSURGERY
Registration Number:	4841097	REVLITE
Registration Number:	3316377	REVLITE
Registration Number:	4670936	RODIN
Registration Number:	4882549	SCULPSURE
Registration Number:	5283577	SCULPSURE
Registration Number:	4404113	SIDELAZE
Registration Number:	4438431	SKINTEL
Registration Number:	2461133	SMARTCOOL
Registration Number:	3632415	SMARTSENSE
Registration Number:	3829514	SMARTSKIN
Registration Number:	1249753	SQUEEZ-ETT
Registration Number:	3093742	SURG-E
Registration Number:	3037439	SURGITRON
Registration Number:	5571478	TEMPSURE
Registration Number:	4413556	TRI-LASE
Registration Number:	5859687	THREEFORME
Registration Number:	4056809	TRIPLEX
Registration Number:	4323767	VECTUS

CORRESPONDENCE DATA

Fax Number: 4155911400

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: 4155911000

Email: achan@winston.com

Correspondent Name: Becky L. Troutman, Esq.

Address Line 1: 101 California St.

Address Line 2: Winston & Strawn LLP

TRADEMARK

REEL: 006835 FRAME: 0966

Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	083507.00076
NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	01/10/2020
Total Attachments: 7 source=Lotus - Notice and Confirmation of Grant of Security Interest in Trademarks#page1.tif source=Lotus - Notice and Confirmation of Grant of Security Interest in Trademarks#page2.tif source=Lotus - Notice and Confirmation of Grant of Security Interest in Trademarks#page3.tif source=Lotus - Notice and Confirmation of Grant of Security Interest in Trademarks#page4.tif source=Lotus - Notice and Confirmation of Grant of Security Interest in Trademarks#page5.tif source=Lotus - Notice and Confirmation of Grant of Security Interest in Trademarks#page6.tif source=Lotus - Notice and Confirmation of Grant of Security Interest in Trademarks#page7.tif	

ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 30, 2019, made by each of the parties party hereto (collectively, the "Grantors"), in favor of UBS AG, STAMFORD BRANCH, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the ABL Credit Agreement, dated as of December 30, 2019 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Parent Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Parent Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Parent Borrower is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Parent Borrower, the Grantors and the other parties thereto have executed and delivered an ABL Guarantee and Collateral Agreement, dated as of December 30, 2019, (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

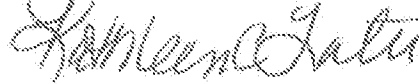
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CYNOSURE, LLC

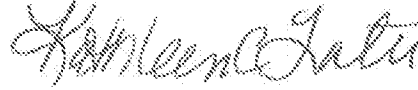


By: _____

Name: Kathleen Latu

Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

PALOMAR MEDICAL TECHNOLOGIES,
LLC




By: _____

Name: Kathleen Latu
Title: Vice President, Chief Financial
Officer, Treasurer and Secretary

UBS AG, STAMFORD BRANCH,
as Agent

By: 
Name: Housseem Daly
Title: Associate Director

By: 
Name: Paul Christakos
Title: Executive Director

[Signature Page to ABL Notice and Confirmation of Security Interest in Trademarks]

SCHEDULE I

Trademark Registrations

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
Cynosure, LLC	BEAUTIFULLY INTELLIGENT	(87/748,402)	1/9/2018	
Cynosure, LLC	ICON	(88/640,955)	10/3/2019	
Cynosure, LLC	ICON	(88/640,958)	10/3/2019	
Cynosure, LLC	TEMPSURE	5,914,979	6/17/2019	11/19/2019
Cynosure, LLC	WARMSCULPTING	(88/410,963)	5/1/2019	
Cynosure, LLC	A SMARTER WAY TO SCULPT	5,722,979	7/18/2017	4/9/2019
Cynosure, LLC	APOGEE	2,630,071	8/4/2000	10/8/2002
Cynosure, LLC	CELLULAZE	4,378,532	5/7/2012	8/6/2013
Cynosure, LLC	CITRIC-ETCH	1,235,583	3/17/1982	4/26/1983
Cynosure, LLC	CYANO-VENEER	1,035,621	7/25/1974	3/16/1976
Cynosure, LLC	CYNOSURE	2,030,348	3/11/1996	1/14/1997
Cynosure, LLC	ELITE IQ	(88/665,680)	10/23/2019	
Cynosure, LLC	ELLMAN	4,501,184	7/24/2013	3/25/2014
Cynosure, LLC	ELLMAN	2,904,142	9/3/2002	11/23/2004
Cynosure, LLC	EMPIRE	4,368,479	12/3/2012	7/16/2013
Cynosure, LLC	FLEXSURE	(88/703,336)	11/22/2019	
Cynosure, LLC	GLIDESAFE	4,057,099	4/19/2010	11/15/2011
Cynosure, LLC	HEMOSCALPEL	2,533,945	11/3/2000	1/29/2002
Cynosure, LLC	HYPO-CAL	1,010,912	7/25/1974	5/20/1975
Cynosure, LLC	MEDLEY	4,664,654	10/16/2013	12/30/2014
Cynosure, LLC	MEDLITE	2,988,443	10/24/2001	8/30/2005
Palomar Medical Technologies, LLC	PALOMAR	2,465,621	5/26/2000	7/3/2001
Palomar Medical Technologies, LLC	PALOMAR ICON	4,386,793	8/22/2012	8/20/2013
Cynosure, LLC	PELLEFIRM	4,590,385	11/26/2013	8/19/2014
Cynosure, LLC	PELLEVÉ	3,998,653	4/24/2009	7/19/2011
Cynosure, LLC	PICOSURE	4,397,098	4/11/2012	9/3/2013
Cynosure, LLC	PRECISIONTX	4,665,616	7/25/2013	1/6/2015
Cynosure, LLC	RADIOLASE	2,432,608	7/27/1998	3/6/2001
Cynosure, LLC	RADIOSURGERY	3,044,129	12/3/2004	1/17/2006
Cynosure, LLC	REVLITE	4,841,097	3/18/2015	10/27/2015
Cynosure, Inc.	REVLITE & Design	3,316,377	1/25/2007	10/23/2007
Cynosure, LLC	RODIN	4,670,936	5/30/2014	1/13/2015
Cynosure, LLC	SCULPSURE	4,882,549	9/3/2014	1/5/2016
Cynosure, LLC	SCULPSURE	5,283,577	4/5/2016	9/12/2017
Cynosure, LLC	SIDELAZE	4,404,113	3/21/2012	9/17/2013

Owner	Trademark	(Application No.) / Registration No.	Filing Date	Registration Date
Palomar Medical Technologies, LLC	SKINTEL	4,438,431	8/15/2012	11/26/2013
Cynosure, LLC	SMARTCOOL	2,461,133	11/3/1999	6/19/2001
Cynosure, LLC	SMARTSENSE	3,632,415	1/8/2008	6/2/2009
Cynosure, LLC	SMARTSKIN	3,829,514	8/25/2009	8/3/2010
Cynosure, LLC	SQUEEZ-ETT	1,249,753	3/17/1982	8/30/1983
Cynosure, LLC	STIMSURE (Europe)	018060330	5/2/2019	
Cynosure, LLC	SURG-E	3,093,742	12/3/2004	5/16/2006
Cynosure, LLC	SURGITRON	3,037,439	12/3/2004	1/3/2006
Cynosure, LLC	TEMPSURE	5,571,478	4/4/2017	9/25/2018
Cynosure, LLC	TRI-LASE	4,413,556	12/3/2012	10/8/2013
Cynosure, LLC	THREEFORME	5,859,687	11/9/2016	9/17/2019
Cynosure, LLC	TRIPLEX	4,056,809	9/10/2009	11/15/2011
Palomar Medical Technologies, LLC	VECTUS	4,323,767	8/22/2012	4/23/2013