

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Candela Corporation		04/01/2022	Corporation: DELAWARE
Syneron Medical Ltd.		04/01/2022	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	3517025	ALEX TRIVANTAGE	
Registration Number:	3517091	ALEX TRIVANTAGE	
Registration Number:	1549891	CANDELA	
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	
Registration Number:	5296870	CO2RE INTIMA	
Registration Number:	6667879	GENTLEMAX PRO PLUS	
Registration Number:	3526527	VELASHAPE	
Registration Number:	3096251	SYNERON	
Registration Number:	3192452	ELOS	
Registration Number:	4513705	ELOS	

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Property Type	Number	Word Mark
Registration Number:	3196268	ELOS
Registration Number:	4113707	EMATRIX
Registration Number:	4097143	SCIENCE. RESULTS. TRUST.
Registration Number:	4218962	ETWO
Registration Number:	4126974	MOTIF
Registration Number:	4126975	SUBLIME
Registration Number:	4318962	ELOS PLUS
Registration Number:	6178450	LIGHT & BRIGHT
Registration Number:	6211870	INNOVATING FIRSTS THAT LAST
Registration Number:	6026775	EVERCOOL
Registration Number:	5965227	ELLIPSE IPL
Registration Number:	6422050	FRAX PRO

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: 8007130755

Email: Ted.Mulligan@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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/04/2022

Total Attachments: 8
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SHORT FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Short Form IP Security Agreement”) dated April 1, 2022, is made by SYNERON MEDICAL LTD., an Israeli company with company registration number 51-298651-4, CANDELA CORPORATION, a Delaware corporation (each, a “Grantor”) in favor of BARCLAYS BANK PLC, 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, CANDELA MIDCO LLC, as Holdings, CANDELA HOLDINGS, LLC, as the U.S. Borrower (the “U.S. Borrower”), SYNERON MEDICAL LTD., as the Israeli Borrower (the “Israeli Borrower”) and, together with the U.S. Borrower, the “Borrower”), BARCLAYS BANK PLC, as Administrative Agent (the “Administrative Agent”) and Collateral Agent, and each Lender and Issuing Bank from time to time party thereto have entered into the Credit Agreement, dated as of April 1, 2022 (as amended, restated, 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 Borrower, the Issuing Banks have agreed to issue Letters of Credit to the Borrower, 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, each Grantor has entered into the Security Agreement, dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, the Issuing Banks to issue Letters of Credit, the Hedge Banks to enter into the Secured Hedge Agreements and 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 such 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.

For the avoidance of doubt, with respect to the security interests granted by the Israeli Grantors pursuant to this Short Form IP Security Agreement, this Short Form IP Security Agreement and each of the terms hereof relating to IP Collateral shall be limited solely to IP Collateral (including each of its constitutive parts) located in the United States of America or governed by the laws of the United States of America (including, for the avoidance of doubt, federal laws and state laws). Notwithstanding anything contained in this Short Form IP Security Agreement to the contrary, in respect of IP Collateral constituting IIA-Funded Know-How, the creation of any security interest over such IP Collateral and any enforcement thereof shall be subject to the IIA Provision (including the Research Law and all IIA Approvals).

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. Notwithstanding anything contained in this Short Form IP Security Agreement to the contrary, in respect of IP Collateral constituting IIA-Funded Know-How, the creation of any security interest over such IP Collateral and any enforcement thereof shall be governed by the laws of the State of Israel and subject to the exclusive jurisdiction of the Israeli courts.

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.

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IN WITNESS WHEREOF, each Grantor has caused this Short Form IP 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: Robert Blood
Name: Robert Blood
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007680 FRAME: 0081

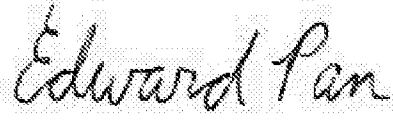
CANDELA CORPORATION as Grantor

By: Robert Blood
Name: Robert Blood
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
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BARCLAYS BANK PLC, as Collateral Agent

A handwritten signature in black ink that reads "Edward Pan". The signature is written in a cursive style with a large initial "E".

By: _____

Name: Edward Pan
Title: Vice President

:

SCHEDULE A

Trademarks

United States Trademarks and Trademark Applications

Trademark	Registration No.	Serial No.	Owner (USPTO)
Candle Flame Logo	4,899,939 (66A- International Registration)	79/166,438	Candela Corporation
ALEX TRIVANTAGE	3,517,025	77/043,625	Candela Corporation
ALEX TRIVANTAGE (Stylized)	3,517,091	77/065,543	Candela Corporation
CANDELA	1,549,891	73/728,390	Candela Corporation
CANDELA and flame logo	5,791,092 (66A- International Registration)	79/249,832	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- International Registration)	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- International Registration)	79/171,248	Syneron Medical Ltd.
CO2RE	3,952,648	85/066,436	Syneron Medical Ltd.
CO2RE INTIMA	5,296,870	86/663,450	Syneron Medical Ltd.
ELOS	4,883,509 (66A- International Registration)	79/158,579	Syneron Medical Ltd.
GENTLEMAX PRO PLUS	6,667,879	90/168,154	Candela Corporation
VELASHAPE	3,526,527	77/288,690	Candela Corporation
SYNERON	3,096,251	78/078,860	Candela Corporation

Trademark	Registration No.	Serial No.	Owner (USPTO)
elōs	3,192,452	78/752,821	Candela Corporation
elōs	4,513,705	86/003,135	Candela Corporation
elōs (stylized)	3,196,268	78/752,283	Candela Corporation
PROFOUND	4,771,010 (66A- International Registration)	79/159,721	Candela Corporation
eMATRIX	4,113,707	85/064,146	Candela Corporation
SCIENCE.RESULTS.TRUST.	4,097,143	85/247,105	Candela Corporation
eTwo	4,218,962	85/346,953	Candela Corporation
MOTIF	4,126,974	85/362,493	Candela Corporation
SUBLIME	4,126,975	85/362,495	Candela Corporation
elōs Plus	4,318,962	85/668,716	Candela Corporation
LIGHT & BRIGHT	6,178,450	88/830,032	Candela Corporation
INNOVATING FIRSTS THAT LAST	6,211,870	88/345,824	Candela Corporation
EVERCOOL	6,026,775	88/356,303	Candela Corporation
ELLIPSE IPL	5,965,227	88/356,366	Candela Corporation
FRAX PRO	6,422,050	90/106,842	Candela Corporation