

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM164249

| | | | |
|--------------------------------------------------|-------------------------------------|-------------------------|------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| U.S. Bank Trust Company, National Association | | 02/29/2024 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Company Name: | Cynosure, LLC | | |
| Street Address: | 5 Carlisle Road | | |
| City: | Westford | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01886 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Company 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: 47 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87748402 | BEAUTIFULLY INTELLIGENT | |
| Serial Number: | 88640955 | ICON | |
| Serial Number: | 88640958 | ICON | |
| Serial Number: | 88410963 | WARMSCULPTING | |
| Serial Number: | 88665680 | ELITE IQ | |
| Serial Number: | 88703336 | FLEXSURE | |
| Registration Number: | 5914979 | TEMPSURE | |
| 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 | |

CH \$1190.00.00 87748402

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 4501184 | ELLMAN |
| Registration Number: | 2904142 | ELLMAN |
| Registration Number: | 4368479 | EMPIRE |
| Registration Number: | 4057099 | GLIDESAFE |
| 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: 2129096836

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: 2129096000
Email: trademarks@debevoise.com
Correspondent Name: Adam Silverwood Esq.
Address Line 1: Debevoise & Plimpton LLP
Address Line 2: 66 Hudson Boulevard
Address Line 4: New York, NEW YORK 10001

ATTORNEY DOCKET NUMBER: 26205-1002

NAME OF SUBMITTER: Harriett Sasso

SIGNATURE: Harriett Sasso

DATE SIGNED: 03/01/2024

Total Attachments: 5

source=1009805322_3_Cynosure_Cash Flow Credit Agreement Trademark Release#page1.tif

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TERMINATION AND RELEASE OF
TRADEMARKS

THIS TERMINATION AND RELEASE OF TRADEMARKS (this “Release”) is made as of February 29, 2024, by U.S. Bank Trust Company, National Association, as collateral agent for the benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Agent”), in favor of Cynosure, LLC (“Cynosure”) and Palomar Medical Technologies, LLC (“Palomar” and, together with Cynosure, each a “Grantor” and collectively, the “Grantors”).

WHEREAS, the Grantors are parties to that certain Amended and Restated Cash Flow Credit Agreement, dated as of June 17, 2022 (as amended by that certain Amendment No.1, dated as of August 31, 2023, that certain Amendment No. 2, dated as of November 14, 2023, that certain Amendment No. 3, dated as of February 8, 2024, and as further amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Administrative Agent, the Parent Borrower and the Lenders.

WHEREAS, in connection with the Credit Agreement, the Grantors entered into that certain Notice and Confirmation of Grant of Security Interests in Trademarks, dated as of December 30, 2019, made by the Grantors in favor of the Agent (the “Trademark Security Agreement”), notice of which was recorded with the United States Patent and Trademark Office on January 7, 2020 at reel/frame 006832/0635. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WHEREAS, Grantors granted to Agent, under the terms of the Trademark Security Agreement, certain security interests in favor of Agent, in and to all of their rights, titles and interests in and to the Trademarks then owned or at any time thereafter acquired by Grantors, which include, without limitation, the trademarks and corresponding registrations and applications listed in Schedule 1 together with the goodwill of the business symbolized thereby and the Proceeds and products of any and all of the foregoing (the “Trademark Collateral”).

WHEREAS, Agent has agreed to terminate and release all of its security interests and liens in all such Trademark Collateral as herein provided.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby absolutely, unconditionally and irrevocably releases, terminates and discharges all of its security interests and liens in the Trademark Collateral and hereby terminates the Trademark Security Agreement.

If and to the extent the Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, without any representation, recourse or undertaking by the Agent, it hereby irrevocably reassigns and retransfers all such right, title and interest to the Grantors.

Agent authorizes Grantors, or any Grantor’s authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency.

Agent agrees to execute and deliver to the Grantors, at the Grantors’ expense, all other instruments and other documents as may be reasonably necessary or proper to release the security interest in the Trademark Collateral which had been granted under any IP Security Agreement.

Error! Unknown document property name.

**TRADEMARK
REEL: 008359 FRAME: 0118**

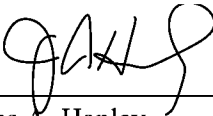
This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

This Release shall be binding upon the Agent's representatives, successors, assigns and transferees.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as
Agent

By: 
Name: James A. Hanley
Title: Senior Vice President

SCHEDULE 1

Trademarks

| 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 |
| Palomar Medical Technologies, LLC | SKINTEL | 4,438,431 | 8/15/2012 | 11/26/2013 |

| Owner | Trademark | (Application No.) / Registration No. | Filing Date | Registration Date |
|--------------------------------------|-------------------|-----------------------------------------|-------------|-------------------|
| 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 |