

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELLMAN INTERNATIONAL, INC.		07/10/2012	CORPORATION: NEW YORK
CIT HEALTHCARE LLC		07/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Husky Finance Holdings, LLC, as Administrative Agent		
Street Address:	2711 N. Haskell Avenue, Suite 1800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	2672841	EMPIRE	
Registration Number:	2845670	MICRO FIBRE	
Registration Number:	2840981	RF MICRO FIBRE	
Registration Number:	2780372	RF FIBRE	
Registration Number:	2915873	BITIP	
Registration Number:	3037439	SURGITRON	
Registration Number:	1010912	HYPO-CAL	
Registration Number:	1235583	CITRIC-ETCH	
Registration Number:	1035621	CYANO-VENEER	
Registration Number:	1249753	SQUEEZ-ETT	
Registration Number:	2020136	RADIOTOMY TIP	
Registration Number:	2198873	RADIOBRADE	
Registration Number:	2432608	RADIOLASE	

OP \$1165.00 2672841

Registration Number:	2791586	SOMNITRON
Registration Number:	2678443	SOMNITRON BY ELLMAN
Registration Number:	2635746	SOMNITRON BY THE MAKERS OF SURGITRON
Registration Number:	2610351	OTO-EZ
Registration Number:	2716157	SOMNOLENCE
Registration Number:	2533945	HEMOSCALPEL
Registration Number:	2673216	RADIOVAPORIZATION
Registration Number:	2670226	RADIOVAPORIZATION BY ELLMAN
Registration Number:	2889787	RADIOSONIC
Registration Number:	2798980	PLASMATRON
Registration Number:	2904142	ELLMAN
Registration Number:	2801242	COOLSURG
Registration Number:	3093742	SURG-E
Registration Number:	3044129	RADIOSURGERY
Registration Number:	3184310	RADIOSCISION
Serial Number:	76673609	ACE-TIP
Serial Number:	76682054	SURG-E-CARE
Serial Number:	76660832	RAVE
Serial Number:	76672645	DOMAGE
Serial Number:	76672646	DERMAGE
Serial Number:	76672648	RF COOL GEL
Serial Number:	76672649	RF DOME
Serial Number:	76672647	DERMALAGE
Serial Number:	76676329	RODIN
Serial Number:	76676713	RADIAGE
Serial Number:	76676714	RADIOENHANCEMENT
Serial Number:	76676715	RADIO TIGHTENING
Serial Number:	76676716	RADIOCONTRACTION
Serial Number:	76676717	RADIOVOLUMETRIC SKIN TIGHTENING
Serial Number:	76676718	RADIOVOLUMETRIC SKIN REJUVENATION
Serial Number:	76677197	RADIOWAVE VAGINAL REJUVENATION
Serial Number:	76677198	COSMETIC RADIOWAVE VAGINOPLASTY
Serial Number:	76677199	RADIOWAVE VAGINAL REJUVENATION INSTITUTE OF NY

CORRESPONDENCE DATA

TRADEMARK
REEL: 004828 FRAME: 0883

Fax Number: 2147581550

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-758-1500

Email: shernandez@pattonboggs.com

Correspondent Name: Aaron Pickell

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	031090.0103
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NAME OF SUBMITTER:	Aaron Pickell
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Signature:	/Aaron Pickell/
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Date:	07/25/2012
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Total Attachments: 11

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**AMENDMENT TO NOTICE AND REAFFIRMATION OF
GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS AMENDMENT TO NOTICE AND REAFFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Amendment") is entered into as of the 10th day of July, 2012, by and between ELLMAN INTERNATIONAL, INC., a New York corporation ("Grantor"), CIT HEALTHCARE LLC, a Delaware limited liability company ("CIT"), in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement (defined below).

W I T N E S S E T H:

WHEREAS, Grantor and certain of its affiliates, Grantee and certain other financial institutions have entered into a certain Credit and Guaranty Agreement dated as of February 8, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and the other Loan Parties by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor, certain of its affiliates and Grantee have entered into a certain Pledge and Security Agreement dated as of February 8, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Licenses (as such term is defined in the Trademark Agreement (defined below)), Trademarks (as such term is defined in the Trademark Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement;

WHEREAS, to further secure the obligations under the Credit Agreement and Security Agreement, Grantor entered into that certain Notice and Reaffirmation of Grant of Security Interest in Trademarks in favor of Grantee dated as of February 8, 2008 (the "Trademark Agreement");

WHEREAS, pursuant to that certain Resignation and Appointment of Successor Administrative Agent Agreement of even date herewith, Grantee has resigned as Administrative Agent under the Credit Agreement and other Loan Documents and Husky Finance Holdings, LLC, a Delaware limited liability company ("New Agent"), has been appointed as successor Administrative Agent thereunder (collectively, the "Resignation and Appointment"); and

WHEREAS, in order to account for the Resignation and Appointment, the parties have agreed to execute this Amendment.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Any and all references to "Administrative Agent" or "Grantee" in the Trademark Agreement are hereby amended to mean and refer to New Agent.

2. To the extent any terms and provisions of the Trademark Agreement are inconsistent with this Amendment, such terms and provisions of this Amendment shall control. Except as amended or revised herein, the Trademark Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

3. The Grantor does hereby unconditionally reaffirm all of its obligations under the Trademark Agreement after giving effect to the Resignation and Appointment and this Amendment.

4. Grantor hereby represents and warrants to CIT and New Agent that the Trademark Agreement executed by it was, on the date of the execution and delivery thereof, and continues to be, on and after the date hereof, the valid and binding obligation of the Grantor enforceable in accordance with its terms.

5. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York.

6. This Amendment shall be deemed to be made a part of the Trademark Agreement. This Amendment may be executed on any number of separate counterparts taken together shall constitute one and the same instrument. A facsimile copy of this Amendment shall be deemed an original for all purposes.

[SIGNATURE PAGES FOLLOW]

*(Signature Page to Amendment to Notice and Reaffirmation of
Grant of Security Interest in Trademarks)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to Notice and Reaffirmation of Grant of Security Interest in Trademarks as of the date first above written.

GRANTOR:

ELLMAN INTERNATIONAL, INC., a
New York corporation

By: 

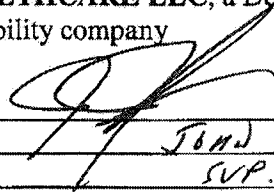
Name: Aaron R. Lillybridge

Its: VP & Secretary

*(Signature Page to Amendment to Notice and Reaffirmation of
Grant of Security Interest in Trademarks)*

CIT:

CIT HEALTHCARE LLC, a Delaware
limited liability company

By: 
Name: David J. Sand
Title: SVP.

*(Signature Page to Amendment to Notice and Reaffirmation of
Grant of Security Interest in Trademarks)*

NEW AGENT:

HUSKY FINANCE HOLDINGS, LLC, a
Delaware limited liability company

By: 

Name: Kyle Volpe

Title: Authorized Signatory

**NOTICE AND REAFFIRMATION OF
GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE AND REAFFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Reaffirmation") is made as of this 8th day of February, 2008 by ELLMAN INTERNATIONAL, INC., a New York corporation ("Grantor"), in favor of CIT HEALTHCARE LLC, a Delaware limited liability company, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement (defined below).

W I T N E S S E T H:

WHEREAS, Grantor and certain of its affiliates, Grantee and certain other financial institutions have entered into a certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and the other Loan Parties by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor, certain of its affiliates and Grantee have entered into a certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Licenses (as such term is defined below), Trademarks (as such term is defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. Each of the Credit Agreement and the Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. Definitions. For purposes of this Reaffirmation, (a) "Trademark License" means any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark; and (b) "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark

Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof.

3. Acknowledgment and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby acknowledges that pursuant to the Security Agreement it has granted to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms such grant of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[The remainder of this page is left blank intentionally.]

Signature Page to Notice and Reaffirmation of Grant of Security Interest in Trademarks

IN WITNESS WHEREOF, Grantor has duly executed this Reaffirmation as of the date first written above.

GRANTOR:

ELLMAN INTERNATIONAL, INC., a
New York corporation

By: 

Name: Aaron R. Lillybridge

Its: Vice President and Secretary

Signature Page to Notice and Reaffirmation of Grant of Security Interest in Trademarks

Agreed and Accepted
As of the Date First Written Above.

GRANTEE:

CIT HEALTHCARE LLC, a Delaware
limited liability company, as Administrative
Agent

By: 

Name: Joyce Soendjojo

Its: Vice President

SCHEDULE 1**TRADEMARK REGISTRATIONS**

Name	Registration No.	Registration Date
EMPIRE	2672841	7-Jan-03
MICRO FIBRE	2845670	25-May-04
RF MICRO FIBRE	2840981	11-May-04
RF FIBRE	2780372	4-Nov-03
BiTip	2915873	4-Jan-05
SURGITRON	3037439	1-Jan-06
HYP0-CAL	1010912	20-May-75
CITRIC-ETCH	1235583	26-Apr-83
CYANO VENEER	1035621	16-Mar-76
SQUEEZ-ETT	1249753	30-Aug-83
RADIOTOMY-TIP	2020136	3-Dec-96
RADIOBRADE	2198873	20-Oct-98
RADIOLASE	2432608	6-Mar-01
SOMNITRON	2,791,586	12-Dec-03
SOMNITRON BY ELLMAN	2678443	21-Jan-03
SOMNITRON BY THE MAKERS OF	2635746	15-Oct-02
OTO_EZ	2610351	20-Aug-02
SOMNOLENCE	2716157	13-May-03
HEMOSCALPEL	2533945	9-Jan-02
RADIOVAPORIZATION	2673216	7-Jan-03
RADIOVAPORIZATION BY ELLMAN	2670226	31-Dec-02
RADIOSONIC	2889787	28-Sep-04
PLASMATRON	2798980	23-Dec-03
ellman	2904142	23-Nov-04
COOLSURG	2801242	30-Dec-03
SURG-e	3093742	16-May-06

RADIOSURGERY	3044129	17-Jan-06
RADIOSCISSION	3184310	12-Dec-06

PENDING TRADEMARK APPLICATIONS

Name	Serial No.	Publication Date
ACE-TIP	76673609	4-Sep-07
Surg-E-Care	76682054	Pending
RAVE	76660832	13-Mar-07
DOMEAGE	76672645	7-Aug-07
DERMAGE	76672646	7-Aug-07
RF COOL GEL	76672648	Pending
RF DOME	76672649	Pending
DERMALAGE	76672647	7-Aug-07
RODIN	76676329	Pending
RADIAGE	76676713	6-Nov-07
RADIOENHANCEMENT	76676714	19-Feb-08
RADIO TIGHTENING	76676715	Pending
RADIOCONTRACTION	76676716	6-Nov-07
RADIOVOLUMETRIC SKIN TIGHTENING	76676717	6-Nov-07
RADIOVOLUMETRIC SKIN REJUVENATION	76676718	6-Nov-07
RADIOWAVE VAGINAL REJUVENATION	76677197	Pending
COSMETIC RADIOWAVE VAGINOPLASTY	76677198	Pending
RADIOWAVE VAGINAL REJUVENATION INSTITUTE OF NY	76677199	Pending