

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5822556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ELLMAN INTERNATIONAL, INC.	09/05/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CYNOSURE, INC.
<b>Street Address:</b>	5 CARLISLE ROAD
<b>City:</b>	WESTFORD
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01886
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16684937
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	
<b>Phone:</b>	503-844-9009
<b>Email:</b>	docketing@ganzlaw.com
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<b>ATTORNEY DOCKET NUMBER:</b>	CYN2031USCON
<b>NAME OF SUBMITTER:</b>	RACHEL A. TOWNSEND
<b>SIGNATURE:</b>	/Rachel A. Townsend/
<b>DATE SIGNED:</b>	11/15/2019
<b>Total Attachments: 10</b>	
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**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT dated as of September 5, 2014 is executed and delivered to Cynosure, Inc., a Delaware corporation (the "Assignee"), by Ellman International, Inc., a New York corporation (the "Assignor"). All capitalized words and terms used in this Patent Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of the date hereof between the Assignor, the Assignee and the other Parties thereto (the "Agreement").

WHEREAS, the Assignor is the owner of the Patent Rights identified on Schedule A hereto (collectively, the "Acquired Patents") and the inventions claimed therein; and

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, assign, transfer and deliver to Assignee all right, title and interest in, to and under the Acquired Patents and the inventions disclosed in the Acquired Patents, free and clear of all Liens (other than Permitted Liens);

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer and deliver to Assignee, and Assignee hereby accepts, all right, title and interest in, to and under the Acquired Patents, the inventions disclosed in the Acquired Patents and in and to all letters patent and other Patent Rights of the United States of America and all other jurisdictions which may or shall be granted on said inventions, or any parts thereof, or any divisional, continuing, reissue or other applications based in whole or in part on said inventions or Acquired Patents, and the right to recover for past, present or future infringement with respect to any of the foregoing, free and clear of all Liens (other than Permitted Liens).

2. The Assignor does hereby request and authorize the Commissioner of Patents and Trademarks of the United States of America and all other corresponding authorities of other jurisdictions to issue letters patent on the Acquired Patents and the inventions included in the Acquired Patents to the Assignee or the Assignee's nominee, successor or assign.

3. The Assignor agrees to execute, at Assignee's expense, all applications, amended specifications, deeds or other instruments, and to do, at Assignee's expense, all acts necessary or proper, in each case, that are reasonably requested by Assignee, (a) to transfer to Assignee the Acquired Patents and the inventions included in the Acquired Patents, (b) to secure the grant of letters patent on the Acquired Patents and the inventions included in the Acquired Patents, in the United States of America and in all other jurisdictions, to the Assignee or the Assignee's nominee, and (c) to vest and confirm therein the legal title to all such Patent Rights.


4. This Patent Assignment may be executed in multiple counterparts and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the

same instrument. For purposes of this Patent Assignment, facsimile signatures shall be deemed originals, and the Parties hereto agree to exchange original signatures as promptly as possible.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed as of the date first above written.

THE ASSIGNOR:

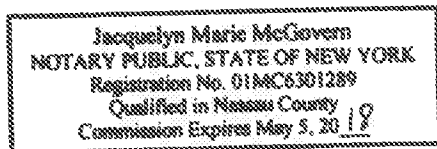
ELLMAN INTERNATIONAL, INC.

By:   
Name: Frank D'Amelio  
Title: President and Chief Executive Officer

STATE OF NEW YORK

County of Nassau

On this 5th day of September, 2014, before me, the undersigned notary public, personally appeared Frank D'Amelio, proved to me through satisfactory evidence of identification, which was Driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



  
Notary Public  
My commission expires:

ACCEPTED:

CYNOSURE, INC.

By: \_\_\_\_\_  
Name: Michael R. Davin  
Title: Chairman and Chief Executive Officer

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the Assignor has caused this instrument to be duly executed as of the date first above written.

**THE ASSIGNOR:**

ELLMAN INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: Frank D'Amelio  
Title: President and Chief Executive Officer

**STATE OF NEW YORK**

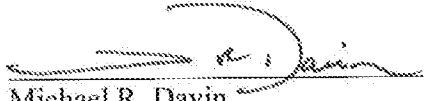
County of \_\_\_\_\_ )

On this 5th day of September, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

**ACCEPTED:**

**CYNOSURE, INC.**

By:   
Name: Michael R. Davin  
Title: Chairman and Chief Executive Officer

*[Signature Page to Patent Assignment]*

**Schedule A to Patent Assignment**

Pending U.S. Patent Applications – UNPUBLISHED

Title	Application No.	Publication Date	Publication No.	Filing Date
Radio-Frequency Treatment Of Skin Tissue	13/681,303	Request for Non-publication in parent carried over	n/a	11/19/2012
Electrosurgical Systems and Methods	14/213,992	Expected to publish 9/18/2014	Not yet published	3/14/2014
Surgical Instruments and Systems with Multimodes of Treatments and Electrosurgical Operation	14/214,627	Expected to publish 9/18/2014	Not yet published	3/14/2014
Electrosurgical Systems	14/205,021	Expected to publish 9/18/2014	Not yet published	3/11/2014

Pending Patent Applications Abroad – UNPUBLISHED

Country/Region	Title	Application No.	Publication Date.	Publication No.	Filing Date
PCT/International	Electrosurgical Systems and Methods	PCT/US14/29309	Expected to publish 9/14/2014	Not yet published	03/14/2014
PCT/International	Surgical Instruments and Systems with Multimodes of Treatments and Electrosurgical Operation	PCT/US14/29862	Expected to publish 9/14/2014	Not yet published	3/14/2014
PCT/International	Electrosurgical Systems	PCT/US14/23714	Expected to publish 9/14/2014	Not yet published	03/11/2014

U.S. Patents - Published

Title	Patent No.	Issue date	Filing Date
Electrosurgical Electrode for Nail Spicule Removal Procedure	5,683,386	11/4/1997	11/20/1995
Electrosurgical Handpiece with Locking Nose Piece	5,630,812	05/20/1997	12/11/1995
Electrosurgical Instrument for Ear Surgery	5,741,250	04/21/1998	01/29/1996
Electrosurgical Dermatological Curet	5,913,864	06/22/1999	06/09/1997
Dual-Frequency Electrosurgical Instrument	5,954,686	09/21/1999	02/02/1998
Vacuum Wand for Surgical Smoke Plume Evacuation System	6,001,077	12/14/1999	05/26/1998
Low-Voltage Electrosurgical Apparatus	6,238,388	05/29/2001	09/10/1999
Electrosurgical Handle for Bipolar/Unipolar Electrodes	6,238,394	05/29/2001	10/07/1999
3-Button Electrosurgical Handpiece	D441,077	04/24/2001	05/01/2000
Electrosurgical Instrument with Vibration	6,562,032	05/31/2003	03/26/2001
RF Tissue Penetrating Probe	6,572,613	06/3/2003	01/16/2001
Multiple Button Handpiece –Design	D453,222	01/29/2002	04/30/2001
Intelligent Selection System for Electrosurgical Instrument	6,652,514	11/25/2003	09/13/2001
RF Probe for Electrosurgical Instrument	6,712,813	03/30/2004	09/26/2001
Radio Frequency Tongue Base Electrode	6,387,093	11/22/1999	05/14/2002
Adenoid Curette Electrosurgical Probe	6,749,608	06/15/2004	08/05/2002
Electrosurgical Tonsillar and Adenoid Electrode	6,802,842	10/12/2004	01/02/2003
Electrosurgical Breast Electrode	6,926,717	08/09/2005	01/14/2003
Intelligent Selection System for Electrosurgical Instrument	6,994,707	02/07/2006	08/04/2003



Title	Patent No.	Issue date	Filing Date
Dual-Mode Electrosurgical Instrument	7,094,231	08/22/2006	01/22/2004
Flexible Electrosurgical Electrode for Treating Tissue	7,160,295	01/09/2007	08/09/2004
Surgical Smoke Plume Evacuation System	D555,803	11/20/2007	12/03/2004
Brow Lift Forceps	7,291,147	11/06/2007	04/28/2005
Intelligent Selection System For Electrosurgical Instrument	7,479,140	01/20/2009	9/16/2005
Non-Ablative Radio-Frequency Treatment of Skin Tissue	8,317,782	11/27/2012	10/13/2006
Cosmetic RF Surgery	7,947,037	05/24/2011	01/22/2007
Finger-Controllable Electrosurgical Handpiece	7,875,026	01/25/2011	02/23/2007
Disposable Electrosurgical Handpiece	7,879,032	02/01/2011	04/16/2007
Electrosurgical Handpiece with Dome DESIGN	D625,412	10/12/2010	05/04/2007
Eyelid RF surgery	7,935,110	05/03/2011	06/25/2007
Radio-Frequency Treatment of Skin Tissue	8,321,031	11/27/2012	04/02/2008
RF cosmetic rejuvenation device and procedure	8,359,104	1/22/2013	9/17/2009
RF Electrosurgically-activated cutter	7,070,604	07/04/06	10/07/02
Open mobile cart for electrosurgical instruments and accessories	D423,671	04/25/00	11/02/98

Issued and Validated Patents Abroad – Published

Region / Validated Countries	Title	Patent No.	<u>Grant date</u>	Filing Date
Europe / Validated in Germany	Dual-Frequency Electrosurgical Instrument	EP1050277	11/17/2004	4/30/1999

Region / Validated Countries	Title	Patent No.	Grant date	Filing Date
Europe/ Validated in UK	Dual-Frequency Electrosurgical Instrument	EP1050277	11/17/2004	4/30/1999
Europe/ Validated in Germany	Low-Voltage Electrosurgical Apparatus	EP1082945	11/17/2004	8/18/2000
Europe/ Validated in Germany	Tri-frequency electrosurgical instrument	EP2030584	3/28/2012	8/29/2008
Europe/ Validated in UK	Tri-frequency electrosurgical instrument	EP2030584	3/28/2012	8/29/2008
Europe/ Validated in Italy	RF Cosmetic Rejuvenation Device and Procedure	EP2298205	2/13/2013	9/15/2010
Europe/ Validated in Greece	RF Cosmetic Rejuvenation Device and Procedure	EP2298205	2/13/2013	9/15/2010
China	Radio-frequency treatment of skin tissue with shock-free handpiece	ZL201010201340.2	10/16/2013	6/4/2010
Japan	Tri-frequency electrosurgical instrument	JP5491011	3/7/2014	8/28/2008

Pending U.S. Patent Applications – PUBLISHED

Title	Application No.	Publication Date.	Publication No.	Filing Date
Tri-Frequency Electrosurgical Instrument	11/897,035	03-05-2009	2009-0062786	08/03/2007

Title	Application No.	Publication Date.	Publication No.	Filing Date
Radio-Frequency Treatment Of Skin Tissue With Shock-Free Handpiece	12/455,661	112-09-2010	2010-0312233	06/05/2009
Electrosurgical Systems And Methods	13/175,618	001-03-2013	2013-0006239	007/01/2011

Pending Patent Applications Abroad – PUBLISHED

Country/Region	Title	Application No.	Publication Date.	Publication No.	Filing Date
Korea	Tri-frequency electrosurgical instrument	10-2008-0086064	2009-03-04	20090023319	09/01/2008
Europe	Radio-frequency treatment of skin tissue with shock-free handpiece	10164893.9	2010-12-08	2258296	06/03/2010
Korea	Radio-frequency treatment of skin tissue with shock-free handpiece	10-2010-0052475	2010-12-15	20100131367	06/03/2010
Brazil	Radio-frequency treatment of skin tissue with shock-free handpiece	PL1002173-6	2011-08-16	BRPI 1002173	06/07/2010
Brazil	RF Cosmetic Rejuvenation Device and Procedure	PL1003581-8	2013-01-08	BRPI1003581	9/17/2010
Japan	Non-Ablative Radio Frequency Treatment of Skin	2012-108066	2012-12-06	2012236023	05/10/2012

Country/ Region	Title	Application No.	Publication Date.	Publication No.	Filing Date
	Tissue				
Korea	Non-Ablative Radio Frequency Treatment of Skin Tissue	10-2012- 0050506	2012-11-21	20120127325	05/12/2012
United Kingdom	Non-Ablative Radio Frequency Treatment of Skin Tissue	1208043.8	2012-11-14	2490788	05/09/2012
Europe	Electrosurgical Systems and Methods	12807504.1	2014-05-07	EP2726008	01/30/2014
China	Electrosurgical Systems and Methods	2012800428348	2014-04-30	103764059	3/3/2014