

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5897972

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS	
CONVEYING PARTY DATA		
	Name	Execution Date
	CYNOSURE, LLC	12/30/2019
	PALOMAR MEDICAL TECHNOLOGIES, LLC	12/30/2019
RECEIVING PARTY DATA		
Name:	U.S. BANK NATIONAL ASSOCIATION	
Street Address:	1011 CENTRE ROAD, SUITE 203	
Internal Address:	DELLE DONNE CORPORATE CENTER, ATTN: AGENCY SERVICES	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19805	
PROPERTY NUMBERS Total: 79		
Property Type	Number	
Patent Number:	6001077	
Patent Number:	6238388	
Patent Number:	6238394	
Patent Number:	6387093	
Patent Number:	6562032	
Patent Number:	6572613	
Patent Number:	6652514	
Patent Number:	6653618	
Patent Number:	6926717	
Patent Number:	6994707	
Patent Number:	6997923	
Patent Number:	7018396	
Patent Number:	7094231	
Patent Number:	7276058	
Patent Number:	7351252	
Patent Number:	7427289	
Patent Number:	7479140	
Patent Number:	7586957	

PATENT

Property Type	Number
Patent Number:	7856985
Patent Number:	7875026
Patent Number:	7135033
Patent Number:	7942915
Patent Number:	7942916
Patent Number:	7758621
Patent Number:	8182473
Patent Number:	7540869
Patent Number:	8915948
Patent Number:	9919168
Patent Number:	D656620
Patent Number:	8190243
Patent Number:	8317779
Patent Number:	8322348
Patent Number:	6246710
Patent Number:	6570900
Patent Number:	9780518
Patent Number:	10305244
Patent Number:	9028536
Patent Number:	7929579
Patent Number:	10285757
Patent Number:	10245107
Patent Number:	6673096
Patent Number:	7033382
Patent Number:	7785358
Patent Number:	D593204
Patent Number:	8317782
Patent Number:	8321031
Patent Number:	9345531
Patent Number:	8998891
Patent Number:	8359104
Patent Number:	7879032
Patent Number:	7947037
Patent Number:	10143831
Patent Number:	D555803
Patent Number:	D625412
Application Number:	16684937
Application Number:	11688061

Property Type	Number
Application Number:	14209270
Application Number:	14708828
Application Number:	15138020
Application Number:	15401910
Application Number:	15402649
Application Number:	15402693
Application Number:	15640710
Application Number:	15885329
Application Number:	13685199
Application Number:	16002821
Application Number:	15932451
Application Number:	15485178
Application Number:	16231336
Application Number:	16231351
Application Number:	16238483
Application Number:	16363597
Application Number:	16363655
Application Number:	29698791
Application Number:	62771294
Application Number:	16269314
Application Number:	14214627
Patent Number:	10492849
Patent Number:	10500413

CORRESPONDENCE DATA

Fax Number: (212)909-6836

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.

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Email: trademarks@debevoise.com

Correspondent Name: ALISON O'KEEFFE, ESQ.

Address Line 1: 919 THIRD AVENUE

Address Line 2: DEBEVOISE & PLIMPTON LLP

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15555-1723
NAME OF SUBMITTER:	ALISON O'KEEFFE
SIGNATURE:	/AOK/
DATE SIGNED:	01/07/2020

Total Attachments: 9

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the “Agreement”), dated as of December 30, 2019, made by each of the parties party hereto (collectively, the “Grantors”), in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) under the Cash Flow 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), the Administrative Agent (as defined in the Credit Agreement) and the Lender (as defined in the Credit Agreement).

WHEREAS, pursuant to the Credit Agreement, the Lender has 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 a Cash Flow 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 the Administrative Agent (as defined in the Credit Agreement); 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 Patents; 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 Patents granted by such Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Guarantee and Collateral 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 the Patents 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 Patents 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.

* * *

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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.

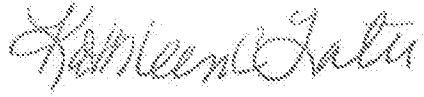
CYNOSURE, LLC

By: 

Name: Kathleen Latu

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

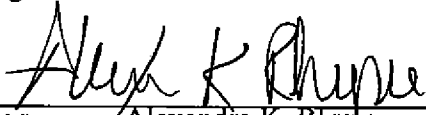
PALOMAR MEDICAL TECHNOLOGIES,
LLC

By: 

Name: Kathleen Latu

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

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By: 

Name: Alexandra K. Rhyne
Title: Assistant Vice President

By: 

Name: James A. Hanley
Title: Vice President

SCHEDULE I

PATENTS

Owner	(Application No.) / Patent No.	Title	Filing Date	(Publication Date) / Issue Date
Cynosure, LLC	(16/684,937)		11/15/2019	
Palomar Medical Technologies, LLC	(11/688,061)	Treatment Of Tissue Volume With Radiant Energy	3/19/2007	(9/13/2007)
Cynosure, LLC	(14/209,270)	Controlled Photomechanical and Photothermal Tissue Treatment in the Picosecond Regime	3/13/2014	(3/19/2015)
Cynosure, LLC	10,492,849 B2	Surgical instruments and systems with multimodes of treatments and electrosurgical operation	3/14/2014	12/3/2019
Cynosure, LLC	(14/708828)	Picosecond Laser Apparatus And Methods For Its Operation And Use	5/11/2015	(9/3/2015)
Cynosure, LLC	(15/138,020)	System And Methods Of Unattended Treatment	4/25/2016	(10/27/2016)
Palomar Medical Technologies, LLC	(15/401,910)	Use Of Fractional EMR Technology On Incisions And Internal Tissues	1/9/2017	(4/27/2017)
Palomar Medical Technologies, LLC	(15/402,649)	Method And Apparatus For Treatment Of Cutaneous And Subcutaneous Conditions	1/10/2017	(6/29/2017)
Palomar Medical Technologies, LLC	(15/402693)	Method And Apparatus For Treatment Of Cutaneous And Subcutaneous Conditions	1/10/2017	(6/29/2017)
Palomar Medical Technologies, LLC	10,500,413 B2	Surgical instruments and systems with multimodes of treatments and electrosurgical operation	1/10/2017	12/10/2019
Cynosure, LLC	(15/640,710)	Non-Invasive Uniform And Non-Uniform Rf Methods And Systems	7/3/2017	(1/4/2018)
Palomar Medical Technologies, LLC	(15/885,329)	Method For Improvement Of Cellulite Appearance	1/31/2018	(6/7/2018)
Cynosure, LLC	(13/685199)	Methods And Systems For Laser Treatment Using Non-Uniform Output Beam	11/26/2012	(7/11/2013)
Cynosure, LLC	(16/002,821)	System And Methods For Fat Reduction And Improving Skin Laxity	6/7/2018	(12/13/2018)
Cynosure, LLC	(15/932,451)	Controlled Photomechanical And Photothermal Tissue Treatment In The Picosecond Regime	8/20/2018	(7/4/2019)
Cynosure, LLC	(15/485,178)	System And Methods Of Unattended Treatment Of A Subject's Head Or Neck	4/11/2017	(9/21/2017)
Cynosure, LLC	(16/231,336)	System And Methods Of Unattended Treatment	12/21/2018	(5/9/2019)
Cynosure, LLC	(16/231,351)	System And Methods Of Unattended Treatment	12/21/2018	(6/20/2019)
Cynosure, LLC	(16/238,483)	Non-Invasive, Uniform And Non-Uniform Rf Methods And Systems Related Applications	1/2/2019	(5/9/2019)
Cynosure, LLC	(16/363,597)	Picosecond Laser Apparatus And Methods For Treating Target Tissues With Same	3/25/2019	(7/18/2019)

Owner	(Application No.) / Patent No.	Title	Filing Date	(Publication Date) / Issue Date
Cynosure, LLC	(16/363,655)	Picosecond Optical Radiation Systems And Methods Of Use	3/25/2019	(7/18/2019)
Cynosure, LLC	(29/698791)	Handheld Medical Instrument And Optional Docking Base	7/19/2019	
Cynosure, LLC	(62/771294)	Methods And Apparatus For Controlled Rf Treatments And Rf Generator System	11/26/2018	
Cynosure, LLC	(16/269314)	Methods And Apparatus For Controlled Rf Treatments And Rf Generator System	2/6/2019	
Cynosure, LLC	(14/214627)	Surgical Instruments And Systems With Multimodes Of Treatments And Electrosurgical Operation	3/14/2014	9/18/2014
Cynosure, LLC	6001077	Vacuum Wand for Surgical Smoke Plume Evacuation System	5/26/1998	12/14/1999
Cynosure, LLC	6238388	Low-voltage electrosurgical apparatus	9/10/1999	5/29/2001
Cynosure, LLC	6238394	Electrosurgical Handle for Bipolar/Unipolar Electrodes	10/7/1999	5/29/2001
Cynosure, LLC	6387093	Radio frequency tongue base electrode	11/22/1999	5/14/2002
Cynosure, LLC	6562032	Electrosurgical Instrument with Vibration	3/26/2001	5/13/2003
Cynosure, LLC	6572613	RF Tissue Penetrating Probe	1/16/2001	6/3/2003
Cynosure, LLC	6652514	Intelligent Selection System for Electrosurgical Instrument	9/13/2001	11/25/2003
Palomar Medical Technologies, LLC	6653618	Contact Detecting Method And Apparatus For An Optical Radiation Handpiece	4/30/2001	11/25/2003
Cynosure, LLC	6926717	Electrosurgical Breast Electrode	1/14/2003	8/9/2005
Cynosure, LLC	6994707	Intelligent Selection System for Electrosurgical Instrument	8/4/2003	2/7/2006
Palomar Medical Technologies, LLC	6997923	Method And Apparatus For Therapeutic EMR Treatment	12/27/2001	2/14/2006
Cynosure, LLC	7018396	Method of Treating Acne	8/7/2001	3/28/2006
Cynosure, LLC	7094231	Dual-Mode Electrosurgical Instrument	1/22/2004	8/22/2006
Palomar Medical Technologies, LLC	7276058	Method And Apparatus For Treatment Of Cutaneous And Subcutaneous Conditions	6/19/2003	10/2/2007
Palomar Medical Technologies, LLC	7351252	Method And Apparatus For Photothermal Treatment Of Tissue At Depth	6/19/2003	4/1/2008
Cynosure, LLC	7427289	Multiple Wavelength Laser Workstation	1/14/2005	9/23/2008
Cynosure, LLC	7479140	Intelligent Selection System for Electrosurgical Instrument	9/16/2005	1/20/2009
Cynosure, LLC	7586957	Picosecond Laser Apparatus And Methods For Its Operation And Use	8/2/2006	9/8/2009
Cynosure, LLC	7856985	Method Of Treatment Body Tissue Using A Non-Uniform Laser Beam	2/3/2006	12/28/2010
Cynosure, LLC	7875026	Finger-Controllable Electrosurgical Handpiece	2/23/2007	1/25/2011
Palomar Medical Technologies, LLC	7135033	Phototreatment Device For Use With Coolants And Topical Substances	10/23/2003	11/14/2006
Palomar Medical Technologies, LLC	7942915	Phototreatment Device For Use With Coolants	11/13/2006	5/17/2011

Owner	(Application No.) / Patent No.	Title	Filing Date	(Publication Date) / Issue Date
Palomar Medical Technologies, LLC	7942916	Phototreatment Device For Use With Coolants And Topical Substances	12/1/2006	5/17/2011
Palomar Medical Technologies, LLC	7758621	Method And Apparatus For Therapeutic Emr Treatment On The Skin	5/19/2006	7/20/2010
Palomar Medical Technologies, LLC	8182473	Cooling System For A Photocosmetic Device	11/22/2006	5/22/2012
Palomar Medical Technologies, LLC	7540869	Method And Apparatus For Improved Vascular Related Treatment	12/27/2002	6/2/2009
Palomar Medical Technologies, LLC	8915948	Method And Apparatus For Photothermal Treatment Of Tissue At Depth	2/15/2008	12/23/2014
Palomar Medical Technologies, LLC	9919168	Method For Improvement Of Cellulite Appearance	7/23/2010	3/20/2018
Palomar Medical Technologies, LLC	D656620	Light-Based Treatment Device	11/17/2010	3/27/2012
Cynosure, LLC	8190243	Thermal Surgical Monitoring	6/9/2008	5/29/2012
Cynosure, LLC	8317779	Methods And Systems For Laser Treatment Using Non-Uniform Output Beam	12/10/2009	11/27/2012
Cynosure, LLC	8322348	Methods And Systems For Laser Treatment Using Non-Uniform Output Beam	11/16/2010	12/4/2012
Cynosure, LLC	6246710	Method And Apparatus For Replenishing Dye Solution In A Dye Laser	9/15/1997	6/12/2001
Cynosure, LLC	6570900	Method And Apparatus For Replenishing Dye Solution In A Dye Laser	6/8/2001	5/27/2003
Cynosure, LLC	9780518	Picosecond Laser Apparatus And Methods For Treating Target Tissues With Same	10/24/2013	10/3/2017
Cynosure, LLC	10305244	Picosecond Laser Apparatus And Methods For Treating Target Tissues With Same	9/29/2017	5/28/2019
Cynosure, LLC	9028536	Picosecond Laser Apparatus And Methods For Its Operation And Use	8/3/2009	5/12/2015
Cynosure, LLC	7929579	Picosecond Laser Apparatus And Methods For Its Operation And Use	1/4/2010	4/19/2011
Cynosure, LLC	10285757	Picosecond Optical Radiation Systems And Methods Of Use	3/17/2014	5/14/2019
Cynosure, LLC	10245107	Picosecond Optical Radiation Systems And Methods Of Use	7/25/2014	4/2/2019
Cynosure, LLC	6673096	System and Method For Tissue Treatment	11/2/2001	1/6/2004
Cynosure, LLC	7033382	System and Method For Tissue Treatment	11/5/2003	4/25/2006
Cynosure, LLC	7785358	System and Method For Tissue Treatment	11/16/2005	8/31/2010
Cynosure, LLC	D593204	Handpiece for Massage or Therapy	6/26/2008	5/26/2009
Cynosure, LLC	8317782	Non-Ablative Radio-Frequency Treatment Of Skin Tissue	10/13/2006	11/27/2012
Cynosure, LLC	8321031	Radio-frequency treatment of skin tissue with temperature sensing	2/4/2008	11/27/2012
Cynosure, LLC	9345531	Radio-Frequency Treatment Of Skin Tissue With Shock-Free Handpiece	6/5/2009	5/24/2016
Cynosure, LLC	8998891	Tri-Frequency Electrosurgical Instrument	8/30/2007	4/7/2015
Cynosure, LLC	8359104	RF Cosmetic Rejuvenation Device and Procedure	9/17/2009	1/22/2013

Owner	(Application No.) / Patent No.	Title	Filing Date	(Publication Date) / Issue Date
Cynosure, LLC	7879032	Disposable Electrosurgical Handpiece	4/16/2007	2/1/2011
Cynosure, LLC	6562032	Electrosurgical Instrument with Vibration	3/26/2001	5/13/2003
Cynosure, LLC	7947037	Cosmetic RF Surgery	1/22/2007	5/24/2011
Cynosure, LLC	10143831	Electrosurgical Systems and Methods	3/14/2014	12/4/2018
Cynosure, LLC	D555803	Smoke Evacuation System	12/3/2004	11/20/2007
Cynosure, LLC	D625412	Electrosurgical Handpiece with Dome	5/4/2007	10/12/2010
Cynosure, LLC	6001077	Vacuum Wand for Surgical Smoke Plume Evacuation System	5/26/1998	12/14/1999