

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cynosure, Inc.		05/01/2017	Corporation: DELAWARE
Palomar Medical Technologies, LLC		05/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 N Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	3489349	BE TRANSFORMED	
Registration Number:	3190702	ACCLAIM	
Registration Number:	2630071	APOGEE	
Registration Number:	3226431	APOGEE ELITE	
Registration Number:	4378532	CELLULAZE	
Registration Number:	2030348	CYNOSURE	
Registration Number:	2988443	MEDLITE	
Registration Number:	2030349	PHOTOGENICA	
Registration Number:	4397098	PICOSURE	
Registration Number:	4665616	PRECISIONTX	
Registration Number:	4841097	REVLITE	
Registration Number:	3316377	REVLITE	
Registration Number:	4882549	SCULPSURE	
Registration Number:	4404113	SIDELAZE	
Registration Number:	2461133	SMARTCOOL	
Registration Number:	4020110	SMARTLOOK	
Registration Number:	3632415	SMARTSENSE	
Registration Number:	3829514	SMARTSKIN	
TRADEMARK			

OP \$1290.00 3489349

Property Type	Number	Word Mark
Registration Number:	4056809	TRIPLEX
Registration Number:	3226470	V STAR
Registration Number:	3402272	SMOOTHSHAPES
Registration Number:	4091644	ACUSECT
Registration Number:	1235583	CITRIC-ETCH
Registration Number:	1035621	CYANO-VENEER
Registration Number:	2904142	ELLMAN
Registration Number:	4501184	ELLMAN
Registration Number:	4241001	ELLUMINÉ
Registration Number:	4368479	EMPIRE
Registration Number:	4057099	GLIDESAFE
Registration Number:	2533945	HEMOSCALPEL
Registration Number:	1010912	HYPO-CAL
Registration Number:	4664654	MEDLEY
Registration Number:	4590385	PELLEFIRM
Registration Number:	3998653	PELLEVÉ
Registration Number:	2432608	RADIOLASE
Registration Number:	3044129	RADIOSURGERY
Registration Number:	4670936	RODIN
Registration Number:	1249753	SQUEEZ-ETT
Registration Number:	3093742	SURG-E
Registration Number:	3037439	SURGITRON
Registration Number:	4413556	TRI-LASE
Registration Number:	3459704	PHOTOMOLOGY
Registration Number:	2465621	PALOMAR
Registration Number:	4386793	PALOMAR ICON
Registration Number:	4020313	PALOVIA
Registration Number:	3963630	PROVEN BY DERMATOLOGISTS. PERFECTED FOR
Registration Number:	3942431	SKIN RENEWING LASER
Registration Number:	4438431	SKINTEL
Registration Number:	4323767	VECTUS
Serial Number:	86964533	SCULPSURE
Serial Number:	87231500	THREEFORME

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 2023704750

Email: ipteam@nationalcorp.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F169918

NAME OF SUBMITTER: Karen S. Cottrell

SIGNATURE: /Karen S. Cottrell/

DATE SIGNED: 05/03/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 1, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) is made and entered into by and among each of the entities identified on the signature pages hereto as a Grantor (each, a “**Grantor**” and, collectively, the “**Grantors**”) and Bank of America, N.A., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Pledge and Security Agreement dated as of May 29, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) by and among Hologic, Inc., a Delaware corporation (the “**Company**”), the Grantors, certain other subsidiaries of the Company and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all trademarks registered in the United States (and/or all applications therefor), trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications referred to or required to be referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (excluding any Excluded Assets, collectively, “**Trademarks**”), in each case whether now owned or existing or hereafter acquired, created or arising and wherever located (collectively, the “**Trademark Collateral**”) provided that, for the avoidance of doubt, the Trademark Collateral shall not include any Excluded Assets.

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “**intent-to-use**” application for Trademark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a “**Statement of Use**” or an “**Amendment to Allege Use**” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement 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 its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CYNOSURE, INC.,
as Grantor

By: Patricia K. Dolan
Name: Patricia K. Dolan
Title: Vice President and Secretary

PALOMAR MEDICAL TECHNOLOGIES, LLC,
as Grantor

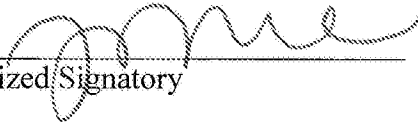
By: Patricia K. Dolan
Name: Patricia K. Dolan
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006051 FRAME: 0212

Accepted and Agreed:

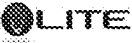
BANK OF AMERICA, N.A., as
Collateral Agent

By: 
Authorized Signatory

Name: Judy D. Payne
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Status	Application #	Registration #	Filed Date	Registered Date	Grantor
BE TRANSFORMED	Registered	77/069091	3489349	21-Dec-06	19-Aug-08	Cynosure, Inc.
ACCLAIM	TO ABANDON	76/649,882	3,190,702		1/2/2007	Cynosure, Inc.
APOGEE	REGISTERED	76/103,309	2,630,071		10/8/2002	Cynosure, Inc.
APOGEE ELITE	REGISTERED	76/649,883	3,226,431		4/10/2007	Cynosure, Inc.
CELLULAZE	REGISTERED	85/618,751	4,378,532		8/6/2013	Cynosure, Inc.
CYNOSURE	REGISTERED	75/070,776	2,030,348		1/14/1997	Cynosure, Inc.
MEDLITE	REGISTERED	76/329,599	2,988,443		8/30/2005	Cynosure, Inc.
PHOTOGENIC A	TO ABANDON	75/070,777	2,030,349		1/14/1997	Cynosure, Inc.
PICOSURE	REGISTERED	85/594,672	4,397,098		9/3/2013	Cynosure, Inc.
PRECISIONTX	REGISTERED	86/020,174	4,665,616		1/6/2015	Cynosure, Inc.
REVLITE	REGISTERED	86/568,006	4,841,097		10/27/2015	Cynosure, Inc.
REVLITE & 	REGISTERED	77/091,057	3,316,377		10/23/2007	Cynosure, Inc.
SCULPSURE	REGISTERED	86/383,950	4,882,549		1/5/2016	Cynosure, Inc.
SCULPSURE	PENDING	86/964,533				Cynosure, Inc.
SIDELAZE	REGISTERED	85/575,365	4,404,113		9/17/2013	Cynosure, Inc.
SMARTCOOL	REGISTERED	75/839,552	2,461,133		6/19/2001	Cynosure, Inc.

SMARTLOOK	TO ABAND ON	77/894,868	4,020,110		8/30/201 1	Cynosure, Inc.
SMARTSENSE	REGIST ERED	77/366,162	3,632,415		6/2/2009	Cynosure, Inc.
SMARTSKIN	REGIST ERED	77/811,999	3,829,514		8/3/2010	Cynosure, Inc.
THREEFORM E	PENDIN G	87/231,500				Cynosure, Inc.
TRIPLEX	REGIST ERED	77/824,154	4,056,809		11/15/20 11	Cynosure, Inc.
V STAR	REGIST ERED	76/653,352	3,226,470		4/10/200 7	Cynosure, Inc.
SMOOTHSHA PES	Registere d	76/650,103	3,402,272	10-Nov- 2005	25-Mar- 2008	Cynosure, Inc.
AcuSect	Registere d	85017093	4091644		1/24/201 2	Cynosure, Inc.
CITRIC-ETCH	Registere d	73355143	1235583		4/26/198 3	Cynosure, Inc.
CYANO- VENEER	Registere d	73027720	1035621		3/16/197 6	Cynosure, Inc.
ELLMAN	Registere d	76446272	2904142		11/23/20 04	Cynosure, Inc.
ELLMAN	Registere d	86018483	4501184		3/25/201 4	Cynosure, Inc.
ELLUMINÉ	Registere d	85541733	4241001		11/13/20 12	Cynosure, Inc.
EMPIRE	Registere d	85792962	4368479		7/16/13	Cynosure, Inc.
GlideSafe	Registere d	85017116	4057099		11/15/20 11	Cynosure, Inc.
HEMOSCALPE L	Registere d	76158923	2533945		1/29/200 2	Cynosure, Inc.
HYPO-CAL	Registere d	73027719	1010912		5/20/197 5	Cynosure, Inc.
MEDLEY	Registere d	86093057	4664654		12/30/20 14	Cynosure, Inc.
PELLEFIRM	Registere d	86129907	4590385		8/19/14	Cynosure, Inc.
PELLEVÉ	Registere d	77722160	3998653		7/19/201 1	Cynosure, Inc.
RADIOLASE	Registere d	75525844	2432608		3/6/2011	Cynosure, Inc.
RADIOSURGE RY	Registere d	76623134	3044129		1/17/200 6	Cynosure, Inc.

RODIN	Registered	86296085	4670936		1/13/2015	Cynosure, Inc.
SQUEEZ-ETT	Registered	73355144	1249753		8/30/1983	Cynosure, Inc.
SURG-E <i>Surg-e</i>	Registered	76623137	3093742		5/16/2006	Cynosure, Inc.
SURGITRON	Registered	76623138	3037439		1/3/2006	Cynosure, Inc.
TRI-LASE	Registered	85793350	4413556		10/8/2013	Cynosure, Inc.
PHOTOMOLOGY	Registered	78/938,567	3,459,704	27-Jul-2006	01-Jul-2008	Cynosure, Inc.

Mark	Status	App#	Registration #	Filed Date	Registered Date	Grantor
PALOMAR	Registered	76/058179	2465621	26-May-2000	03-Jul-2001	Palomar Medical Technologies, LLC
PALOMAR ICON	Registered	85/710011	4386793	22-Aug-2012	20-Aug-2013	Palomar Medical Technologies, LLC
PALOVIA	Registered	85/036879	4020313	12-May-2010	30-Aug-2011	Palomar Medical Technologies, LLC
PROVEN BY DERMATOLOGISTS. PERFECTED FOR YOU.	Registered	85/081020	3963630	09-Jun-2010	17-May-2011	Palomar Medical Technologies, LLC
SKIN RENEWING LASER	Registered	85/103104	3942431	09-Aug-2010	05-Apr-2011	Palomar Medical Technologies, LLC
SKINTEL	Registered	85/704607	4438431	15-Aug-2012	26-Nov-2013	Palomar Medical Technologies, LLC
VECTUS	Registered	85/710321	4323767	22-	23-Apr-	Palomar

				Aug- 2012	2013	Medical Technologies , LLC
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