

FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Sigmacon Group Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State      Ontario, Canada  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: Lumenis Ltd.  
 Internal Address: P.o. Box 240

Street Address: \_\_\_\_\_

City Yokneam State: Israel ZIP 20692

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Israeli Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) and address(es) attached?  Yes  No

Nature of Conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: 1 July 2001

4. Application number(s) or registration Numbers(s):  
 A. Trademark Application No.(s)  
75785553

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Avital (Tally) Eitan  
 Internal Address: Box 398

Street Address: LANDON & STARK  
One Crystal Park - Suite 210  
2011 Crystal Drive

City: Arlington State Virginia ZIP 22202-3709

6. Total number of applications and registrations involved: One

7. Total fee (37 CFR 3.41): 40 \$ plus any additional required fee

Enclosed  
 Authorized to be charged to deposit account 500810

8. Deposit account number:  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Avital (Tally) Eitan                      [Signature]                      \_\_\_\_\_  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: one

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public Burden Reporting For This Sample Cover Sheet Is Estimated To Average About 30 Minutes Per Document To Be Recorded, Including Time For Reviewing The Document And Gathering The Data Needed, And Completing And Reviewing The Sample Cover Page. Send Comments Regarding This Burden Estimate To The

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01/31 '02 14:58 NO.839 03/20

October 29, 2001

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of July, 2001.

**BETWEEN:**

**SIGMACON GROUP INC.** (an Ontario corporation), of 436 Limestone Crescent, Downsview, Ontario, Canada M3J 2S4  
Facsimile No.: (416) 665-6610

- and -

(The "Assignor").

**LUMENIS LTD.** (formerly known as ESC Medical Systems, Ltd.), of P.O.B. 240, Yokneam, Israel, a company registered in Israel  
Facsimile No.: (972 4 9599 050)

(the "Assignee").

**RECITALS:**

- 1st. The Assignor is the owner of the unregistered trade mark "PHOTOREJUVENATION", an application for registration of which has been made by the Assignor to the United States Patent & Trademark Office as Serial No. 75/785553 (the "Mark"), and the goodwill associated with it;
- 2nd. The Mark is used in association with the treatment of skin, including collagen reformation, treatment of acne, improvement of skin quality by skin toning and rehydration of skin, using lasers and other types of pulsed light device provided by the Signacon Group (the "Services");
- 3rd. Notice of Allowance of the Mark was issued July 11, 2000 and the Assignor has requested and been granted extensions of time for filing a Declaration of Use until January 11, 2002;
- 4th. The use of the Mark has commenced in the United States by the Assignee, as licensee of the Assignor;
- 5th. The Assignor has agreed to assign to the Assignee all of its right, title and interest in and to the Mark;

TRADEMARK

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October 28, 2001

**IN CONSIDERATION** of the sum of \$2.00 and other good and valuable consideration paid to it by the Assignee (the receipt and sufficiency of which is acknowledged) agrees as follows:

1. The Assignor assigns and transfers to the Assignee all of its right, title and interest in and to the Mark in the United States of America, including all goodwill annexed to the Mark, the application for the Mark, all common law rights and the right to register, renew, protect and defend the Mark and to sue for past infringements of the Mark.
2. The Assignor represents and warrants to the Assignee that:
  - a. The recitals to this Assignment are true and correct,
  - b. It is the owner of all right, title and interest in and to the Mark, free and clear of all liens and encumbrances;
  - c. Subject to Section 2, it has the exclusive right and authority to use the Mark in connection with the Services and such use did not and will not conflict with, infringe on, or violate any trademark or other proprietary right of any other person and that it has not executed and will not execute any agreement in conflict of this Agreement.
3. Notwithstanding anything in this Assignment, the Assignor makes no representation or warranty of any nature and kind whatsoever with respect to the validity of the Mark; whether it is registrable; whether infringements may be restrained or damages obtained for such infringement; or that the Assignee will be able to complete the registration of the Mark.
4. Each of the parties shall execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to give effect to this Assignment. The Assignor agrees to co-operate with the Assignee for it to record this Assignment in the United States Patent & Trademark Office.
5. This Agreement is intended to embody the final, complete and exclusive agreement among the parties with respect to the Mark; is intended to supersede all prior agreement, understandings and representations written or oral, with respect thereto; and may not be contradicted by evidence of any such prior or contemporaneous agreement, understanding or representation, whether written or oral. Assignor hereby fully and unconditionally releases Assignee, and each of its past, present and future officers, directors, parents, subsidiaries, divisions, related companies, successors, assigns, and other affiliated entities, from any and all claims, suits, demands, damages, liabilities or causes of action, whether in law or equity, known or unknown, that relate to the Mark and that Assignor may have or have had against Assignee.
6. This Agreement is to be governed by and construed in accordance with the laws of the State of New York and the parties attorn to the jurisdiction of the courts of New York.

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**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Assignment as of the date and year set out above.

SIGMACON GROUP INC.  
per: 

I have authority to bind the corporation

LUMENIS LTD.  
per: 

I have authority to bind the corporation