

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radiancy, Inc.		01/09/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Radiancy (Israel) Ltd.		
Street Address:	9 Gan Rave Avenue		
City:	Yavne		
State/Country:	ISRAEL		
Postal Code:	81223		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2771722	LHE	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Proskauer Rose, LLP		
Address Line 1:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		
DOMESTIC REPRESENTATIVE			
Name:	Proskauer Rose, LLP		
Address Line 1:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10039-8299		
NAME OF SUBMITTER:	S.V. Heuer		

CH \$40.00 2771722

Signature:

/S.V. Heuer/

Date:

01/18/2005

Total Attachments: 1

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ASSIGNMENT

This Assignment is made this 9th day of January 2005, by and between Radiancy Inc., ("Assignor"), a Delaware Corporation with a place of business at 40 Ramland Road South, Orangeburg, NY 10962 on the one hand, and Radiancy (Israel) Ltd. ("Assignee"), an Israeli Corporation, with a place of business at 9 Gan Rave Avenue, Yavne 81223, Israel 81223, on the other hand.

WHEREAS, Assignor owns the following trademark and corresponding registration (collectively the "Trademark"):

LHE -- U.S. Reg. No. 2,771,722

WHEREAS, Assignee is desirous of acquiring the Trademark;

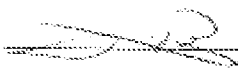
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:


1. Assignor hereby sells, transfers, conveys, and assigns to Assignee all right, title and interest in and to the Trademark and corresponding Registrations, together with the goodwill of the business symbolized by the Trademark and the Registration, including all rights to sue and recover for past infringement.

2. Assignor agrees to execute all documents and assist in all proceedings to perfect, register, or record the rights of the Assignee to the Trademark as Assignee may deem appropriate. If Assignor does not, within five days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

RADIANCY, INC.

RADIANCY (ISRAEL) LTD.





By: Zeev Nizar

By: PINCHAS SHALEV

Title: CEO

Title: CEO

Dated: Jan 9, 2005

Dated: Jan 9 2005