

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SYNERON MEDICAL LTD.		01/04/2008	CORPORATION: ISRAEL

RECEIVING PARTY DATA

Name:	SYNERON CANADA CORPORATION
Street Address:	28 Fulton Dr.
Internal Address:	Unit 8
City:	Richmond Hill
State/Country:	CANADA
Postal Code:	L4B 1J5
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77288690	VELASHAPE

CORRESPONDENCE DATA

Fax Number: (416)865-6636
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 416-865-6616
 Email: cgoldfarb@gardiner-roberts.com
 Correspondent Name: Clifford S. Goldfarb
 Address Line 1: 40 King St. W.
 Address Line 2: Scotia Plaza, Suite 3100
 Address Line 4: Toronto, CANADA M5H 3Y2

ATTORNEY DOCKET NUMBER:	88929
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

OP \$40.00 77288690

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Clifford S. Goldfarb

Signature:

/csg/

Date:

01/08/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”), dated as of **January 4, 2008**, is made by **SYNERON MEDICAL LIMITED**, a corporation incorporated under the laws of the State of Israel (the “Assignor”) to **SYNERON CANADA CORPORATION**, a Canadian corporation incorporated under the laws of Ontario (the “Assignee”).

BACKGROUND

The Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark **VELASHAPE**, U.S. Application No.77288690, and all goodwill associated with such trademark (collectively referred to in this Assignment as the “Mark”) and has agreed to assign the Mark to Assignee, in accordance with the terms and conditions set forth in this Assignment.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby irrevocably assigns to Assignee all right, title and interest in and to the Mark, the good will of the business connected with the use of the Mark and symbolized by the Mark and all registrations and trademark applications therefor, in the United States and its territories and possessions as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States and its territories and possessions, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Mark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives. The Assignor hereby represents and covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed or agreed to and will not execute or agree to any agreement in conflict with this Assignment.

FURTHER ASSURANCES

The Assignor shall provide to Assignee, its successors, assigns or other legal representatives, full cooperation and assistance at Assignee’s request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): in

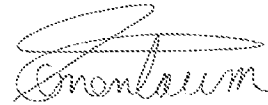
the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Mark; in the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with the Mark, including but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; in obtaining any additional trademark protection for the Mark that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and in the implementation or perfection of this Assignment.

The Assignor hereby constitutes and appoints Assignee the true and lawful attorney or attorneys of the Assignor with full power of substitution, in the name of the Assignee or in the name of the Assignor, but by and on behalf and for the sole benefit of Assignee, to do all such acts and things and execute any instruments in relation thereto as Assignee shall deem advisable in order to assert ownership, receive, collect, or assert or enforce any right, title, benefit or interest of any kind in or to the Mark. The Assignor agrees that the foregoing appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by the Assignor.

IN WITNESS WHEREOF the Assignor has executed this Assignment the day and year first written above.

SYNERON MEDICAL LIMITED

Per:



Name:

Title:

I have authority to bind the Corporation

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