

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Inolase Ltd. | | 03/05/2009 | LIMITED LIABILITY COMPANY: ISRAEL |
| RECEIVING PARTY DATA | | | |
| Name: | Candela Corporation | | |
| Street Address: | 530 Boston Post Road | | |
| City: | Wayland | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01778 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3554221 | PSF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)526-9899 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-526-9600 | | |
| Email: | sallen@proskauer.com | | |
| Correspondent Name: | Proskauer Rose LLP | | |
| Address Line 1: | One International Place | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Scott K. Witonsky | | |
| Signature: | /Scott K. Witonsky/ | | |
| Date: | 03/11/2009 | | |

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Total Attachments: 2

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 REEL: 003949 FRAME: 0989**

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AGREEMENT

This Agreement is made this 5th day of March 2009, by and between Inolase Ltd. ("Assignor"), with an address at New Industrial Zone 13 Giborei Israel Street Netanya, Israel, and Candela Corporation, a Delaware corporation with its principal place of business at 530 Boston Post Road Wayland, Massachusetts 01778 ("Assignee").

WHEREAS, Assignor may have certain trademark rights relating to the mark PSF and corresponding registrations therefore, listed in **Schedule A**, (collectively, hereinafter "TRADEMARKS") together with the goodwill related thereto;

WHEREAS, Assignee is desirous of acquiring all, right, title and interest to the TRADEMARKS:

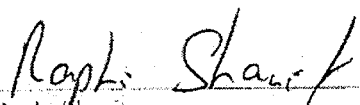
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby transfers, conveys, and assigns to Assignee, its successors, assigns and nominees, any and all right, title and interest in and to the TRADEMARKS, and any corresponding applications and registrations resulting therefrom, together with the goodwill associated with and symbolized by the TRADEMARKS and the applications/registrations, and including all rights to sue and recover for past infringement which may have arisen thereunder prior to the date of this instrument; and


2. Assignor further assigns all rights, and empowers Assignee, its successors, assigns and nominees, to make applications for the TRADEMARKS, or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable rights of priority or in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Assignee.

Assignor:

Assignee:



Raphi Shavits
Inolase Ltd.
CEO



Paul R. Lucchese
Candela Corporation
Senior Vice President, General Counsel, and
Corporate Secretary

Dated: March 5 2009

Dated: 3/5/09

Assignment
Inolase Ltd. to Candela Corporation
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Schedule A

Trademark List:

| <i>Country</i> | <i>Registration No.</i> | <i>Reg. Date</i> | <i>Mark</i> |
|----------------|-------------------------|------------------|-------------|
| US | 3554221 | 12/30/2008 | PSF |
| EP | 005261102 | 7/11/2007 | PSF |
| Israel | 188074 | 12/9/2007 | PSF |
| Japan | 5127496 | 4/11/2008 | PSF |

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