

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2009		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Radiancy (Israel) Ltd.		05/25/2009
			<b>Entity Type</b>
			CORPORATION: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Radiancy, Inc.		
<b>Street Address:</b>	40 Ramland Road South		
<b>City:</b>	Orangeburg		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10962		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	2771722	LHE
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)684-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2126843900		
<b>Email:</b>	fdecolvenaere@grr.com		
<b>Correspondent Name:</b>	Frank D. Decolvenaere		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10016-0601		
ATTORNEY DOCKET NUMBER:	5267/040 FDD		
NAME OF SUBMITTER:	Frank D. Decolvenaere		
Signature:	/fdecolvenaere/		

OP \$40.00 2771722

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**TRADEMARK  
 REEL: 003994 FRAME: 0863**

Date:

05/28/2009

Total Attachments: 1

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ASSIGNMENT

This assignment is made and effective the 1 day of January 2009, by and between Radiancy (Israel) Ltd. ("Assignor"), an Israeli Corporation with a place of business at 5 Hanagar, Hod Hasharon 45240, ISRAEL, formerly at 9 Gan Rave Avenue, Yavne, Israel 81223 on the one hand, and Radiancy, Inc. ("Assignee"), a Delaware Corporation with a place of business at 40 Ramland Road South, Orangeburg, N.Y. 10962, on the other hand.

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

LHE U.S. Reg. No. 2,771,722; and

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, together with the goodwill of the business symbolized by the Trademark, and 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 (ISRAEL) LTD.

רדיאנסי (ישראל) בע"מ  
RADIANCY (ISRAEL) LTD.

By: Eti Weissman

Title: VP Operation

Dated: 5/25/09

RADIANCY, INC.

RADIANCY INC.  
40 Ramland Road South, Suite 10  
Orangeburg, New York 10962, USA

By: Avi Harin

Title: Financial Officer

Dated: 5/25/09