

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
TransPharma Medical Ltd.	FORMERLY TRANSPHARMA LTD.	03/07/2012	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	Syneron Medical Ltd.		
Street Address:	P.O.B. 550, Tavor Building, Industrial Zone		
City:	Yokneam Illit		
State/Country:	ISRAEL		
Entity Type:	CORPORATION: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3512897	TRANSPHARMA	
CORRESPONDENCE DATA			
Fax Number:	3233309506		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	323 330-9520		
Email:	smulholland@mulholland-law.com		
Correspondent Name:	Sylvia Mulholland		
Address Line 1:	5405 Wilshire Blvd.		
Address Line 2:	Suite #220		
Address Line 4:	Los Angeles, CALIFORNIA 90036		
DOMESTIC REPRESENTATIVE			
Name:	Sylvia Mulholland		
Address Line 1:	5405 Wilshire Blvd.		
Address Line 2:	Suite #220		
Address Line 4:	Los Angeles, CALIFORNIA 90036		

OP \$40.00 3512897

NAME OF SUBMITTER:	SYLVIA MULHOLLAND
Signature:	/Sylvia Mulholland/
Date:	05/10/2012
Total Attachments: 4 source=TRANSPHARMA assgnmt#page1.tif source=TRANSPHARMA assgnmt#page2.tif source=TRANSPHARMA assgnmt#page3.tif source=TRANSPHARMA assgnmt#page4.tif	

APPENDIX 3.2(E)(2)

TRADEMARKS ASSIGNMENT AGREEMENT

Made as a Deed

This Trademarks Assignment Agreement (the "**Deed of Assignment**") is made and entered into as of March ~~3~~, 2012, ("**Effective Date**"), by and between Syneron Medical Ltd., a company organized and existing under the laws of the state of Israel having a place of business at P.O. Box 550, Yokneam Illit, Israel ("**Syneron**"), and TransPharma Medical Ltd., a company organized and existing under the laws of the state of Israel having a place of business at 2 Yodfat St. Northern Ind. Zone, Lod, 71291 Israel ("**TransPharma**"). Syneron and TransPharma shall be referred to collectively as the "**Parties**".

RECITALS

WHEREAS, On March __, 2012, the Parties entered into an Asset Purchase Agreement (the "**Agreement**") wherein TransPharma has provided certain representations with regard to its full and exclusive ownership in certain trademarks and trademark applications set forth in Annex 1 attached hereto, together with any and all rights pertaining thereto (hereinafter, the "**Trademark Property**"); and

WHEREAS, Pursuant to such representations and for good and valuable consideration as set forth in the Agreement, the Parties have agreed that TransPharma will irrevocably assign, convey and transfer all of TransPharma's rights, title and interests in and to the Trademark Property to Syneron;

NOW, THEREFORE, Pursuant to the Agreement, and in consideration of good and valuable payment the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree to execute this Deed of Assignment and to be bound by its terms as follows:

TransPharma does hereby sell, assign, convey, transfer and set over to Syneron, all its right, title and interest in and to the Trademark Property, the same to be held and enjoyed by Syneron for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, as fully and entirely as the same would have been held and enjoyed by TransPharma if this Deed of Assignment had not been executed.

TransPharma hereby further assigns to Syneron, all right and interest in and to the reputation and goodwill associated with or stems from the Trademark Property throughout the world, and all rights to register the Trademark Property in appropriate registries worldwide.

TransPharma hereby further assigns and transfers unto Syneron all rights pertaining to claims for damages by reason of infringement of the Trademark Property throughout the world, whether prior to the Effective Date or thereafter, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

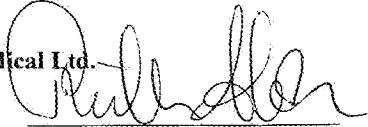
TransPharma has communicated to Syneron any material facts known to it in respect to the Trademark Property and shall request its trademark attorneys to communicate to Syneron all documents, correspondence and other materials contained in TransPharma trademark attorneys' files, including any improvements or enhancements pertaining thereto, and will, for the later of three (3) months following the Closing Date and the time TransPharma's shareholders finally resolve to dissolve TransPharma, execute such other instruments of conveyance and assignment, as Syneron may reasonably request in order to effectively transfer, convey, assign and deliver to Syneron any of the Trademark Property and for purposes of evidencing the transactions under which Syneron has acquired full and exclusive right, title and interest in and to the Trademark Property. In the event TransPharma fails to execute and deliver such documents and instruments promptly upon Syneron's request, Syneron is hereby authorized and appointed attorney-in-fact of and for TransPharma to make, execute and deliver any and all such documents and instruments.

This Deed of Assignment shall be binding on the party's successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first above written.

TransPharma Medical Ltd.

Signature:



By:

RUTH ALON

Title:

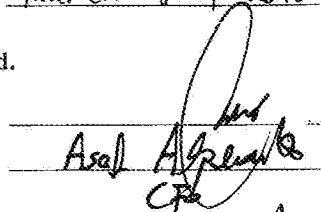
Chairman of the Board

Date:

March 8th, 2012

Syneron Medical Ltd.

Signature:



By:

Asaf Agran

Title:

CEO

Date:

20/8/2012

Annex 1 – Trademark Property

See the file:

- "Assigned Trademarks Appendix 1.20"

File No.: 43366
Country: USA
Type: Trademark
Application No.: 76/347,803
Filing Date: December 13, 2001
Registration No.: 3,512,897
Registration Date: October 07, 2008
Title: TRANSPHARMA IN CLASS 10
Status: Issued
Future Activity: Declaration of use due: October 07, 2013
Next renewal due: October 07, 2018