

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
Quantel Derma GmbH		08/01/2012	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	Alma Lasers Ltd.		
Street Address:	14 Halamish St.		
Internal Address:	POB 3021, Caesarea Industrial Park,		
City:	Caesarea		
State/Country:	ISRAEL		
Postal Code:	38900		
Entity Type:	LIMITED LIABILITY COMPANY: ISRAEL		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3345260	IDAS	
Registration Number:	3353422	LEDA	
Registration Number:	3298847	PROMISE OF LIGHT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	+972-4-627-5357		
Email:	patents@almalasers.co.il		
Correspondent Name:	Alma Lasers (Attn. Patent Dept.)		
Address Line 1:	14 Halamish St.		
Address Line 2:	POB 3021, Caesarea Industrial Park,		
Address Line 4:	Caesarea, ISRAEL 38900		
ATTORNEY DOCKET NUMBER:	TO64 TO 66 -US,		

OP \$90.00 3345260

DOMESTIC REPRESENTATIVE

Name: Alma Lasers Inc. (Attn. General Counsel)
Address Line 1: 485 Half Day Road
Address Line 2: #100
Address Line 4: Buffalo Grove, ILLINOIS 60089

NAME OF SUBMITTER:	Richard Jaffe
Signature:	/Richard Jaffe/
Date:	12/25/2012

Total Attachments: 9
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**Zustimmungserklärung zur
Umschreibung**

Quantel Derma GmbH
Am Wolfsmantel 46
91058 Erlangen, Germany

im Register des Patent and Trademark
Office Patent- und Markenamtes
eingetragen als Inhaberin der in der
Anlage Exhibit 2.1.5.1 aufgelisteten
Marken

stimmt hiermit der Eintragung von

Alma Lasers Ltd.
14 Halamish St.,
Caesarea Industrial Park,
Caesarea, 38900, Israel

als Rechtsnachfolger zu, nachdem die
Markenrechte in vollem Umfang auf die

Alma Lasers Ltd.

übertragen worden sind.

Ort/Place: Erlangen

Datum/Date: 21. Nov. 2011



(Quantel Derma GmbH)

Declaration of Consent

Quantel Derma GmbH
Am Wolfsmantel 46
91058 Erlangen, Germany

entered in the Register of the United
States Patent and Trademark Office and
of the WIPO as owner of the trademarks
as listed under Exhibit 2.1.5.1

herewith agrees to the recordal of

Alma Lasers Ltd.
14 Halamish St.,
Caesarea Industrial Park,
Caesarea, 38900, Israel

as legal successor after completion of
the assignment of the trademark rights to
the full extent to

Alma Lasers Ltd.

**Antrag auf Eintragung als
Rechtsnachfolger**

der Marken aufgelistet in Anlage
Annex A

der
Quantel Derma GmbH
Am Wolfsmantel 46
91058 Erlangen, Germany

1. Die Markenrechte aus den obigen Eintragungen ist in vollem Umfang auf uns übergegangen. Wir beantragen, uns als Rechtsnachfolger wie folgt im Markenregister einzutragen:

Alma Lasers Ltd.
14 Halamish St.,
Caesarea Industrial Park,
Caesarea, 38900, Israel

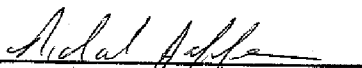
2. Zum Nachweis des Rechtsübergangs überreichen wir anliegend die Zustimmungserklärung von

Quantel Derma GmbH

aus der sich ergibt, dass die Markenrechte auf uns übertragen wurden.

Ort/Place: Caesarea, ISRAEL

Datum/Date: 12 DECEMBER 2012



(Alma Lasers Ltd.)

**Request for Recordal as
Legal Successor**

of the trademarks as listed under
Annex A

of
Quantel Derma GmbH
Am Wolfsmantel 46
91058 Erlangen, Germany

1. The trademark rights of the above registrations have been assigned to our company to the full extent. We request to be recorded as legal successor in the Register of Trademarks as follows:

Alma Lasers Ltd.
14 Halamish St.,
Caesarea Industrial Park,
Caesarea, 38900, Israel

2. To evidence legal succession we submit enclosed the declaration of consent signed by

Quantel Derma GmbH

from which ensues that the trademark rights have been assigned to our company.

TRADEMARK

REEL: 004928 FRAME: 0502

Asset Transfer Deed

by and among

Quantel Derma GmbH,

Quantel Medical S.A.S.,

Quantel S.A.,

Quantel USA Inc.,

as sellers and transferors

and

Alma Lasers Ltd.,

Alma Lasers GmbH,

as purchasers and transferees

dated August 1, 2012

PREAMBLE

Alma Lasers Ltd., a private company incorporated under the laws of Israel ("Alma Ltd."); Alma Lasers GmbH, a limited liability company incorporated under the laws of Germany ("Alma GmbH", and together with Alma Ltd. the "Purchasers"); Quantel Derma GmbH, a limited liability company incorporated under the laws of Germany ("QDerma"); Quantel Medical S.A.S., a private company incorporated under the laws of France ("QMedical"); Quantel S.A., a publicly traded company incorporated under the laws of France ("QSA"); and Quantel USA Inc., a private company incorporated under the laws of the State of Montana ("QUSA" and together with QDerma, QMedical and QSA, the "Sellers") have concluded an asset purchase agreement on June 19, 2012 (the "Asset Purchase Agreement" or the "APA") on the sale and transfer of assets relating to the business of dermatologic laser and light-based systems and treatment solutions for medical and aesthetic applications at various locations around the world conducted by the Seller(s) directly and through their various subsidiaries (the "Derma Business"). The Purchasers and the Sellers are hereinafter also collectively referred to as "Parties" or, individually, as "Party", as the case may be.

The Parties have agreed that at Closing, under the Asset Purchase Agreement, the Sellers shall, in consummation of the APA sell and transfer to the Purchasers certain assets described in section 2.1 of the APA. The Parties intend to execute such sale and transfer by this sale and transfer agreement (the "Asset Transfer Deed").

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REEL: 004928 FRAME: 0503

**ARTICLE 5
IP RIGHTS**

5.1 In consummation of the APA, QDerma herewith sells, assigns and transfers with immediate effect to Alma Ltd. the Seller Intellectual Property (as defined in the APA) listed in Exhibit 2.1.5.1 enclosed hereto including copies and tangible embodiments thereof in whatever form or medium. QDerma further sells, assigns and transfers all claims for damages resulting from past or present infringement, dilution, misappropriation, violation, unlawful imitation or breach of contract (such actions cumulatively an

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"Infringement") relating to the Seller Intellectual Property (as defined in the APA) listed in Exhibit 2.1.5.1. Alma Ltd. herewith accepts such sale, assignment and transfer.

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IN WITNESS WHEREOF, the parties hereto have caused this Asset Transfer Deed to be executed the day and year first above written.

Alma Lasers Ltd.

Name: Karen Sarid
Title: President

Alma Lasers GmbH

Name: Karen Sarid
Title: Geschäftsführer

Quantel S.A.

Name: Luc Ardon
Title: Membre du Directoire

Quantel Derma GmbH

Name: Luc Ardon
Title: Geschäftsführer

Exhibit 2.1.5.1 - Quantel Derma Intellectual Property Rights

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3. Registered Trademarks:

002728830	EC	ARION	QDerma	10 Jun 2002	3 Aug 2004			DR 1.3.4.1
839801	International: US, CN, JP	ARION	QDerma	6 Oct 2004	6 Oct 2004			DR 1.3.4.1; WIPO
002730190	EC	BURANE	QDerma	10 Jun 2002	17 Nov 2003		Part of blank assignment with UniCredit	DR 1.3.4.1
840120	International: US, JP, CN	BURANE	QDerma	5 Oct 2004	5 Oct 2004			DR 1.3.4.1; WIPO
008713026	EC	FHR	QDerma	25 Nov 2009	28 Sep 2010			DR 1.3.4.1
1047902	International: US, JP, CN	FHR	QDerma	25 May 2010	25 May 2010			DR 1.3.4.1;
308408759	DE	genioLight	QDerma	2 July 2006	6 Nov 2006			DR 1.3.4.1; WIPO
C929746	EC	genioLight	QDerma	2 Jan 2007	2 Jan 2007			DPMA DR 1.3.4.1
929746	International: US, China, JP; EC	genioLight	QDerma	2 Jan 2007	2 Jan 2007			DR 1.3.4.1; WIPO
30463009	DE	IDAS	QDerma	4 Nov 2004	6 Jan 2005		Part of blank assignment with UniCredit	DR 1.3.4.1; DPMA
004106787	EU	IDAS	QDerma	4 Nov 2004	28 Feb 2006			DR 1.3.4.1
3345260	US	IDAS	QDerma	21 Apr 2005	27 Nov 2007			DR 1.3.4.1
877310	International: CN, JP	IDAS	QDerma	22 Apr 2005	22 Apr 2005			DR 1.3.4.1; WIPO
30510214	DE	KREON	QDerma	22 Feb 2005	19 May 2005			DR 1.3.4.1; DPMA
863034	China, Japan	KREON	QDerma	17 Aug 2005	17 Aug 2005			DR 1.3.4.1; WIPO
30510214	DE	LEDA	QDerma	22 Feb 2005	19 May 2005		Part of blank assignment with UniCredit	DR 1.3.4.1; DPMA
0862748	International: EU, China, JP	LEDA	QDerma	02 Aug 2005	02 Aug 2005			DR 1.3.4.1; WIPO
3353422	USA	LEDA	QDerma					
306408767	DE	Lightelligence	QDerma	02 July 2006	29 Nov 2006			DR 1.3.4.1; DPMA

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0920585	International: Eu, US, China, JP	Lightelligence	QDerma	02 Jan 2007	02 Jan 2007				DR 1.3.4.1; WIPO
002730737	EC	MYDON	QDerma	10 June 2002	25 Feb 2005				DR 1.3.4.1
839803	International: US, China, JP	MYDON	QDerma	5 Oct 2004	5 Oct 2004				DR 1.3.4.1; WIPO
30456444	DE	PROMISE OF LIGHT	QDerma	30 Sep 2004	9 Feb 2005				DR 1.3.4.1; DPMA
004054557	EC	PROMISE OF LIGHT	QDerma	30 Sep 2004	18 Nov 2005				DR 1.3.4.1
3298847	US	PROMISE OF LIGHT	QDerma	30 Sep 2004	25 Sep 2007				DR 1.3.4.1
831544	International: CN, JP	PROMISE OF LIGHT	QDerma	24 Mar 2005	24 Mar 2005				DR 1.3.4.1
30170770	DE	SINON	QDerma	12 Dec 2001	11 Sep 2002		Part of blank assignment with UniCredit		DR 1.3.4.1; DPMA
002729184	EC	SINON	QDerma	10 June 2002	15 July 2005				DR 1.3.4.1
839504	International: US, JP, CN	SINON	QDerma	5 Oct 2004	5 Oct 2004				DR 1.3.4.1; WIPO
838802	International: JP, CN	TALOS	QDerma	6 Oct 2004	6 Oct 2004				DR 1.3.4.1; WIPO

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RECORDED: 12/25/2012

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