

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345762

| | | | |
|---|-----------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alma Lasers, Inc. | | 04/13/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Mizrahi Tefahot Bank, Ltd. | | |
| Street Address: | Jabotinsky 7 Street | | |
| City: | Ramat Gan | | |
| State/Country: | ISRAEL | | |
| Postal Code: | 5252007 | | |
| Entity Type: | Bank: ISRAEL | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4301528 | CLEARLIFT | |
| Registration Number: | 4427515 | CLEARCHOICE | |
| Registration Number: | 3356143 | ACCENT | |
| Registration Number: | 3193985 | PIXEL | |
| Registration Number: | 3198758 | ALMA LASERS WELLBEING THROUGH TECHNOLOGY | |
| Registration Number: | 3219673 | SOPRANO | |
| Registration Number: | 3221700 | ALMA | |
| Registration Number: | 2967175 | HARMONY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3026365454 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 800-927-9801 x 62348 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1090 Vermont Avenue NW, Suite 430 | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 682607-5 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |

CH \$215.00 4301528

| | |
|---|------------|
| SIGNATURE: | /jep/ |
| DATE SIGNED: | 06/25/2015 |
| Total Attachments: 6 source=6-25-15 Alma Lasers Inc-TM#page1.tif source=6-25-15 Alma Lasers Inc-TM#page2.tif source=6-25-15 Alma Lasers Inc-TM#page3.tif source=6-25-15 Alma Lasers Inc-TM#page4.tif source=6-25-15 Alma Lasers Inc-TM#page5.tif source=6-25-15 Alma Lasers Inc-TM#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 13, 2014, among ALMA LASERS, INC., each Additional Grantor listed on the signature pages hereto (all of the foregoing, each a "Grantor" and collectively, the "Grantors"), MIZRAHI TEFAHOT BANK, LTD., as security agent for the Finance Parties (as defined in the Facility Agreement referred to below) (herein in such capacity, the "Security Agent").

RECITALS

- (A) SISRAM MEDICAL LTD., a company incorporated in Israel with registration number 514913946 (the "Company"), ALMA LASERS, LTD., a company incorporated in Israel with registration number 512836172, and ALMA LASERS, INC. have entered into a Facility Agreement dated as of April 13, 2014 among, *inter alia*, the Company as original borrower, HSBC BANK PLC, ISRAEL DISCOUNT BANK LTD. and MIZRAHI TEFAHOT BANK, LTD. as lead arrangers, HSBC BANK PLC as agent, MIZRAHI TEFAHOT BANK LTD. as security agent and the lenders named therein (the "Facility Agreement").
- (B) The Grantors are party to a Pledge and Security Agreement, dated as of April 13, 2014 in favor of the Security Agent (the "Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Facility Agreement, the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means each Grantor's right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

(e) all reissues, continuations or extensions of the foregoing; and

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and no Grantor shall be deemed to have granted a Security interest in, any of its right, title or interest (i) in any Intellectual Property if the grant of such Security interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or (ii) in any lease, license, contract or other agreement to which such Grantor is a party or any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such lease, license, contract or agreement, or otherwise, result in a breach or termination of the terms of, or constitute a default under, or result in the termination of, any such lease, license, contract or other agreement (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity).

SECTION 5 Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

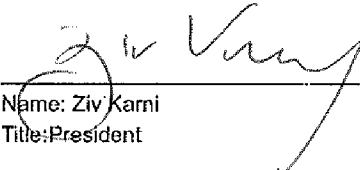
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

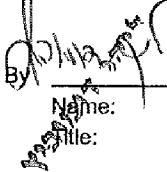
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALMA LASERS, INC.

By 
Name: Ziv Karni
Title: President

ACCEPTED AND AGREED:
MIZRAHI TEFAHOT BANK, LTD., as Security Agent

By 
Name: Guy Ofer Hershler
Title:

SCHEDULE I
COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS
None

(B) COPYRIGHT APPLICATIONS
None

(C) COPYRIGHT LICENSES
None

SCHEDULE II
PATENT REGISTRATIONS

(D) REGISTERED PATENTS

None

(E) PATENT APPLICATIONS

None

(F) PATENT LICENSES

None

SCHEDULE III
TRADEMARK REGISTRATIONS

(G) REGISTERED TRADEMARKS

| Grantor | Mark | Reg. No. |
|-------------------|--|----------|
| Alma Lasers, Inc. | CLEARLIFT | 4301528 |
| Alma Lasers, Inc. | CLEARCHOICE | 4427515 |
| Alma Lasers, Inc. | ACCENT | 3356143 |
| Alma Lasers, Inc. | PIXEL | 3193985 |
| Alma Lasers, Inc. | ALMA LASERS WELLBEING THROUGH TECHNOLOGY | 3198758 |
| Alma Lasers, Inc. | SOPRANO | 3219673 |
| Alma Lasers, Inc. | ALMA | 3221700 |
| Alma Lasers, Inc. | HARMONY | 2967175 |

(H) TRADEMARK APPLICATIONS

None

(I) TRADEMARK LICENSES

None