

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM350286

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PHOTOMEDEX TECHNOLOGY, INC.		06/22/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MELA SCIENCES, INC.		
<b>Street Address:</b>	50 South Buckhout St., Suite 1		
<b>City:</b>	Irvington		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3567548	VTRAC	
<b>Registration Number:</b>	2598910	XTRAC	
<b>Registration Number:</b>	3567428	XTRAC	
<b>Registration Number:</b>	3693730	XTRAC VELOCITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159791020		
<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>			
<b>Phone:</b>	215-979-1255		
<b>Email:</b>	swapicelli@duanemorris.com		
<b>Correspondent Name:</b>	Samuel W. Apicelli		
<b>Address Line 1:</b>	30 South 17th Street		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103-4196		
<b>ATTORNEY DOCKET NUMBER:</b>	G1662-00006		
<b>NAME OF SUBMITTER:</b>	Samuel W. APICELLI		
<b>SIGNATURE:</b>	/Samuel W. Apicelli/		
<b>DATE SIGNED:</b>	08/04/2015		
<b>Total Attachments: 5</b>			

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**TRADEMARK ASSIGNMENT**

**THIS ASSIGNMENT** is made as of the June 22, 2015, by and between Photomedex Technology, Inc., a Delaware corporation with an address of 100 Lakeside Drive, Suite 100, Horsham, PA 19044 (“Assignor”) on the one hand, and MELA Sciences, Inc., a Delaware corporation with an address of 50 South Buckhout Street, Suite 1, Irvington, NY 10036 (“Assignee”) on the other hand.

**WHEREAS**, Assignor owns trademarks, service marks, logos, trade dress, trade names, indicia, and other source identifiers listed on the attached Schedule A, together with all translations, adaptations, derivations and combinations thereof, including the goodwill associated with the foregoing, including the registrations and applications therefor, and all goodwill associated therewith (collectively, the “Trademarks”);

**WHEREAS**, the Assignor wishes to sell and assign, and the Assignee wishes to purchase and assume, the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers and delivers, free and clear of all liens, encumbrances and claims, to the Assignee, and Assignee hereby purchases, accepts and acquires, all right, title, and interest in, to, and under the Trademarks, and in and to all causes of action, either in law or in equity for past, present, or future infringement or other violations thereof, and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and in and to all rights corresponding to the foregoing throughout the world.
2. Assignor authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights, and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.
3. The Assignor further grants to the Assignee the right to bring suit to recover damages and all other relief for all infringements of the Trademarks that have occurred prior to the date of this Assignment.
4. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of the Assignee) to effectuate the transfer of the Trademarks to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) 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.
5. Construction and interpretation of this Assignment shall be governed by the Laws of the State of New York, excluding any conflicts or choice of law, rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive Legal Requirement of another jurisdiction.
6. This Assignment may be executed in two counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but both such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile

or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

*[Signatures on Next Page]*

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

PHOTOMEDEX TECHNOLOGY, INC.

Date: June 22, 2015

By: 

Printed Name: Dennis McGrath

Title: President

MELA SCIENCES, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PHOTOMEDEX TECHNOLOGY, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MELA SCIENCES, INC.**

Date: June 22, 2015

By: Michael R. Stewart

Name: Michael R. Stewart

Title: President and CEO

**SCHEDULE A**

<b>Trademark</b>	<b>Country</b>	<b>Number</b>	<b>Registration Number</b>	<b>Class(es)/Goods &amp; Services</b>
VTRAC	US	77/505,837	3567548	(010) phototherapy device used in the treatment of skin conditions and phototherapy device for medical purposes
XTRAC	US	76/063,652	2,598,910	(010) fiber-optic laser devices for use in connection with the treatment of human skin
XTRAC	US	77/503,314	3,567,428	(010) lasers for medical purposes, laser for the treatment of the skin
XTRAC VELOCITY	US	77/503,286	3,693,730	(010) laser for the treatment of skin; medical laser