

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIZRAHI TEFAHOT TRUST COMPANY LTD.		08/30/2016	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	Lumenis Ltd.		
Street Address:	Hakidma 6 St., Yokneam Industrial Park		
City:	Yoqneam		
State/Country:	ISRAEL		
Postal Code:	2069204		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85583951	CASPER	
Serial Number:	86154361	OPT	
Serial Number:	86290577	PHOTOFRACTIONAL	
Serial Number:	86290553	PHYSICIANS FOR HOPE	
Serial Number:	86169926	RESURFX	
Serial Number:	77852496	LIGHTSHEER	
Serial Number:	78049636	LUMENIS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598000		
Email:	marli.sussman@friedfrank.com		
Correspondent Name:	Marli Sussman		
Address Line 1:	1 New York Plaza		
Address Line 2:	Fried, Frank, Harris, Shriver & Jacobson		
Address Line 4:	New York, NEW YORK 10004		
DOMESTIC REPRESENTATIVE			
Name:	Marli Sussman		

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Address Line 1:	1 New York Plaza
Address Line 2:	Fried, Frank, Harris, Shriver & Jacobson
Address Line 4:	New York, NEW YORK 10004
NAME OF SUBMITTER:	Marli Sussman
SIGNATURE:	/Marli Sussman/
DATE SIGNED:	09/01/2016
Total Attachments: 4 source=EBN 2024858_1 Lumenis Ltd_Trademark Release#page1.tif source=EBN 2024858_1 Lumenis Ltd_Trademark Release#page2.tif source=EBN 2024858_1 Lumenis Ltd_Trademark Release#page3.tif source=EBN 2024858_1 Lumenis Ltd_Trademark Release#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 30, 2016, 2016, by MIZRAHI TEFAHOT TRUST COMPANY LTD., in its capacity as collateral trustee pursuant to the Trademark Security Agreement (as defined below) (in such capacity, "Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement.

WITNESSETH:

WHEREAS, Lumenis Ltd., a private company organized and existing under the laws of the State of Israel (as successor by merger to Laguna Merger Sub Ltd., the "Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of October 12, 2015 (the "Trademark Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined below) and Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 12, 2015, at Reel 5642, Frame 0752.

WHEREAS, the Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its Lien on and security interest in all of the Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(i) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party, including those referred to on Schedule 1 hereto (collectively, the "Trademarks"); and

(ii) all extensions, modifications and renewals of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; and

(iv) all products and proceeds of any of the foregoing, including any claim by the Grantor against third parties for past, present, or future (a) infringement or dilution of any of the foregoing, or (b) injury to the goodwill associated with any of the foregoing.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured

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Party's right, title and interest in and to the Trademarks and the Trademark Collateral and authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Secured Party's rights with respect to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MIZRAHI TEFAHOT TRUST COMPANY LTD., as Secured Party

MIZRAHI TEFAHOT TRUST COMPANY LTD.

By: Shimon Atiya, Adv.
Name: General Counsel
Title: Mizrahi Tefahot Trust Company Ltd.

By: Assaf Leshets
Name: General Manager
Title: Mizrahi Tefahot Trust Company Ltd.

SCHEDULE 1

Trademark Registrations and Applications

Trademark	App. No.	App. Filed	Reg. No.	Reg. Date
CASPER	85/583,951	3/29/2012		
OPT	86/154,361	12/30/2013		
PHOTOFRACTIONAL	86/290577	5/23/2014		
PHYSICIANS FOR HOPE	86/290553	5/23/2014		
RESURFX	86/169,926	1/20/2014		
LIGHTSHEER	77/852496	10/20/2009	3875752	11/16/2010
LUMENIS	78/049636	2/22/2001	2810427	2/3/2004