

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
L'Objet, LLC		08/01/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	L'Objet USA, LLC		
Street Address:	3612 Conflans Road		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75061		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78847341	L'OBJET	
Registration Number:	3091135	L'OBJET	
CORRESPONDENCE DATA			
Fax Number:	(503)778-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 778-5311		
Email:	sheilamorrison@dwt.com		
Correspondent Name:	Sheila Fox Morrison		
Address Line 1:	Davis Wright Tremaine LLP		
Address Line 2:	1300 SW Fifth Avenue, Suite 2300		
Address Line 4:	Portland, OREGON 97201		
ATTORNEY DOCKET NUMBER:	80362-2		
NAME OF SUBMITTER:	Kristine Fyfe, Davis Wright Tremaine LLP		
Signature:	/kristinefyfe/		

CH \$65.00 78847341

Date:

09/26/2006

Total Attachments: 3

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ASSIGNMENT OF ASSETS,
ASSUMPTION OF OBLIGATIONS AND
DELEGATION OF DUTIES

This Assignment of Assets, Assumption of Obligations and Delegation of Duties (this "Assignment") is made and entered into as of this 1st day of August 2006 by and among L'OBJET, LLC, a California limited liability company ("LOB") having its principal place at business at 5971 West Third Street, Los Angeles, California 90036, L'OBJET USA, LLC, a Delaware limited liability company ("USA") having its principal place of business at 3612 Conflans Road, Irving, Texas 75061, and L'OBJET IOM LIMITED, an Isle of Man private company ("IOM") having its principal place of business at 12 – 14 Finch Road, Douglas, Isle of Man, IM99, 1TT;

W I T N E S S E T H:

Whereas, Elad Yifrach and Cheryl Jacobson formed LOB as a California limited liability under the name "Melograni, LLC" pursuant to the Limited Liability Company Articles of Organization filed on June 25, 2003 with the California Secretary of State as file no. 200317810145;

Whereas, on April 19, 2004 LOB filed its Limited Liability Company Certificate of Amendment with the California Secretary of State pursuant to which LOB changed its name from "Melograni, LLC" to "L'Objet, LLC";

Whereas, on December 31, 2004, Cheryl Jacobson assigned all her right, title and interest in and to LOB to Elad Yifrach, and thereupon Elad Yifrach became the sole member of LOB, and on June 15, 2005, Elad Yifrach assigned one-half of his membership interest in and to LOB to Joseph Mansour, and thereupon Elad Yifrach and Joseph Mansour each became fifty percent (50%) members of LOB;

Whereas, on May 1, 2006 Joseph Mansour and Elad Yifrach formed USA as a Delaware limited liability company under the name "L'Objet, LLC" pursuant to Certificate of Formation of L'Objet, LLC with the Delaware Secretary of State as file no. 4151547, and Joseph Mansour and Elad Yifrach each became fifty percent (50%) members in USA;

Whereas, on June 13, 2006 USA filed its State of Delaware Certificate of Amendment with the Delaware Secretary of State pursuant to which USA changed its name from "L'Objet, LLC" to "L'Objet USA, LLC";

Whereas, on July 21, 2006 Joseph Mansour and Elad Yifrach caused to be formed IOM as an Isle of Man private company pursuant to the Memorandum of Association of L'Objet IOM Limited with the Isle of Man pursuant to The Isle of Man Companies Acts 1931 – 2004, and Joseph Mansour and Elad Yifrach each became fifty percent (50%) members in IOM; and

Whereas, the members of LOB desire to terminate LOB and assign all of its assets and liabilities and delegate each and all of its duties on the terms described herein.

NOW, THEREFORE, in consideration of the foregoing premises and other consideration the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. Assignment of Assets.

a. Assignment to USA. LOB hereby assigns to USA, and USA hereby accepts the assignment of, each and all of its assets of every type, including without limitation real property (including without limitation the real property commonly known as 3612 Conflans Road, Irving, Texas), personal property, causes of action, choate and inchoate rights and properties, copyrights, trademarks and all associated goodwill, service marks, patents, and other intellectual properties, and all other properties of every kind and nature whatsoever, excluding only the Excluded Property (as hereinafter defined).

b. Assignment to IOM. LOB hereby assigns to IOM, and IOM hereby accepts the assignment of, each and all copyrights, trademarks and all associated goodwill, service marks, patents and other intellectual properties for all jurisdictions other than the United States of America and Canada (collectively, the "Excluded Property").

2. Assumption of Liabilities. USA hereby assumes each and all of the liabilities of LOB, including without limitation the obligation to repay the debt secured by the real property located at 3612 Conflans Road, Irving, Texas.

3. Delegation of Duties. LOB hereby delegates to USA, and USA hereby accepts the delegation by LOB of, each and all of LOB's obligations, duties and performance provisions under the Purchase Agreement.

4. Payment. USA and IOM shall jointly and severally be responsible for the payment of all costs and expenses incurred in the dissolution of LOB. LOB hereby acknowledges receipt from IOM and USA of sums necessary for such purpose.

5. Further Assurances. Each of LOB, IOM and USA agrees to take such other and further actions as necessary or appropriate to implement the provisions of this Assignment, including without limitation execution of trademark, copyright, patent or other intellectual property assignments in other jurisdictions.

6. Miscellaneous.

(a) This Assignment may not be modified, amended, discharged or waived orally, but only by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) The covenants of this Assignment shall bind LOB, USA, IOM and each of their respective successors in interest.

(c) As used herein the singular shall include the plural, as context requires.

(d) The captions in this Assignment are for the convenience of the parties, and shall not be taken as part of the Assignment in determining the intent of the parties.


(e) This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties subscribe as of the day and year first above-written.

L'OBJET, LLC, a California limited liability company,

By: 
Joseph Mansour
Manager

L'OBJET USA, LLC, a California limited liability company,

By: 
Joseph Mansour
Manager

L'OBJET IOM LIMITED, an Isle of Man limited company

By: 
Joseph Mansour
Attorney-in-Fact