

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LCA-VISION INC.		05/12/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	106 CORPORATE PARK DRIVE
Internal Address:	FLOOR 2, ATTN: LAUREN DALEY
City:	WHITE PLAINS
State/Country:	NEW YORK
Postal Code:	10604
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3858516	ADVANCED EYE HEALTH ANALYSIS
Registration Number:	3904486	IMAGINE YOUR LIFE IN FOCUS
Registration Number:	3991104	LIFE. IN FOCUS
Registration Number:	3991105	LIFE IN FOCUS
Registration Number:	3987100	THE LASIKPLUS ADVANTAGE PLAN
Registration Number:	2422212	LASIKPLUS
Registration Number:	3965655	LASIKPLUS
Registration Number:	2447770	LCA VISION
Registration Number:	4165833	VISIUM EYE INSTITUTE
Registration Number:	3608590	LASIKPLUS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-701-8944

Email: ptierney@mayerbrown.com, ipdocket@mayerbrown.com,
msherlock@mayerbrown.com

Correspondent Name: Patrick Tierney

Address Line 1: PO Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

TRADEMARK

ATTORNEY DOCKET NUMBER:	13442211
NAME OF SUBMITTER:	Patrick Tierney
SIGNATURE:	/PT/
DATE SIGNED:	05/14/2014

Total Attachments: 9

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JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of May 12, 2014, is entered into between LCA-VISION INC., a Delaware corporation (the "New Subsidiary") and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") under (i) that certain Credit Agreement dated as of May 12, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement") among PhotoMedex, Inc. (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent for the Lenders and (ii) that certain Pledge and Security Agreement dated as of May 12, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") among PhotoMedex, Inc., Gatorade Acquisition Corp., Radiancy Inc., PhotoMedex Technology, Inc. and Lumiere Inc. (each a "Grantor," and collectively, the "Grantors") and the Administrative Agent for the Lenders party to the Credit Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement and/or the Security Agreement.

The New Subsidiary and the Administrative Agent, for the benefit of the Secured Parties, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a "Loan Guarantor" for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement, (b) all of the covenants set forth in Articles V and VI of the Credit Agreement and (c) all of the guaranty obligations set forth in Article X of the Credit Agreement, each as modified by the schedules attached to this Agreement, which shall be deemed to modify the schedules attached to the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in Section 10.10 of the Credit Agreement, hereby guarantees, jointly and severally with the other Loan Guarantors, to the Administrative Agent and the Lenders, as provided in Article X of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof.

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Administrative Agent in accordance with the Credit Agreement and the Security Agreement.

3. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Grantor under the Security Agreement and shall have all of the obligations of a Grantor thereunder as if it had executed the Security Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Security Agreement, including without limitation (a) the grant of security interest of the Grantors set forth in Article II of the Security Agreement, (b) all of the representations and warranties of the Grantors set forth in Article III of the Security Agreement, and (c) all of the covenants set forth in Article IV of the Security Agreement, each as modified by the exhibits attached to this Agreement, which shall be deemed to modify the exhibits attached to the Security Agreement. Without limiting the generality of the foregoing terms of this paragraph 3, the New

Subsidiary, subject to any Excluded Assets under the Security Agreement, hereby pledges, assigns, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, as provided in Article II of the Security Agreement, a security interest in all of its right, title and interest in, to and under the Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such New Subsidiary (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such New Subsidiary, and regardless of where located, strictly in accordance with the terms thereof.

4. The address of the New Subsidiary for purposes of Section 9.01 of the Credit Agreement and Section 8.1 of the Security Agreement is as follows:

LCA-Vision Inc.
c/o PhotoMedex Inc.
100 Lakeside Drive
Suite 100
Horsham, PA 19044
Attention: Dennis McGrath
E-mail: dmcgrath@photomedex.com

5. The New Subsidiary hereby waives acceptance by the Administrative Agent and the Lenders of the guaranty by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

7. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signatures Follow]

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Secured Parties, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

LCA-VISION INC., as New Subsidiary

By: _____



Name: Dennis M. McGrath

Title: President

Joinder Agreement

TRADEMARK
REEL: 005279 FRAME: 0711

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: Lauren Daley
Name: Lauren Daley
Title: Authorized officer

SCHEDULES TO CREDIT AGREEMENT

SCHEDULE 3.05(b)

Intellectual Property

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
United States	Advanced Eye Health Analysis	10/5/2010	3,858,516
United States	Imagine your life if focus	1/11/2011	3,904,486
United States	Life. In Focus	7/5/2011	3,991,104
United States	Life in Focus	7/5/2011	3,991,105
United States	The LasikPlus Advantage Plan	6/28/2011	3,987,100
United States	LASIKPLUS	1/16/2001, renewed 1/16/2011	2,422,212
United States	LASIKPLUS	5/24/2011	3,965,655
United States	LCA VISION	5/1/2001, renewed 5/1/2011	2,447,770
United States	Visium Eye Institute	6/26/2012	4,165,833
United States	LASIKPLUS (and design)	4/21/2009	3,608,590
Canada	LASIKPLUS	6/30/2003	584485
Canada	LCA VISION	9/3/2003	588677
Canada	Visium Eye Institute	Registration pending - 11/10/2011 – application date	Application Number: 1551645
Finland	LASIKPLUS	9/29/2000, renewed 9/29/2010	218918
Finland	LCA VISION	7/13/2001, renewed 7/13/2011	221227
Japan	LCA VISION	10/26/2001, renewed 5/31/2011	4517510
Bermuda	LASIKPLUS	2/29/2000, renewed 2/28/2007	31532

EXHIBITS TO SECURITY AGREEMENT

EXHIBIT D

(See Section 3.9 and 3.10 of Security Agreement)

I. INTELLECTUAL PROPERTY RIGHTS**PATENTS AND PATENT APPLICATIONS**

None.

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
United States	Advanced Eye Health Analysis	10/5/2010	3,858,516
United States	Imagine your life if focus	1/11/2011	3,904,486
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COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

INTELLECTUAL PROPERTY LICENSES

1. License Agreement entered into by and between Integrity Digital Solutions, LLC and the Grantor dated September 23, 2011

2. Software License Agreement entered into by and between the Grantor and E*Trade Financial Corporate Services, Inc. dated October 13, 2008 and amended October 13, 2011
3. Patent License by and between the Grantor and AMO Sales and Services Inc. attached to Letter Agreement effective April 1, 2009
4. Patent License by and between the Grantor and ALCON Laboratories, Inc. dated April 29, 2013
5. License Agreement by and between the Grantor and St. Marks Eye Institute d/b/a Tacoma Eye Surgeons dated January 17, 2013
6. License Agreement by and between the Grantor and Howard B. Adelson, D.O. P.C. dated October 31, 2013
7. License Agreement by and between the Grantor and Carl L. Sylvester, M.D., P.C. effective October 1, 2009 and amended October 1, 2009, April 1, 2011, and June 1, 2012
8. License Agreement by and between the Grantor and Kenneth O. Karp, M.D., P.A. effective December 31, 2010 and amended January 1, 2014.