

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumenis Ltd		10/12/2015	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	Mizrahi Tefahot Trust Company LTD.		
Street Address:	123 Hashmonaim St.		
City:	Tel Aviv		
State/Country:	ISRAEL		
Postal Code:	67133		
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:	2125547700		
<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:	212 554 7800		
Email:	trademarks@mosessinger.com		
Correspondent Name:	Laurie Buchanan		
Address Line 1:	405 Lexington Avenue		
Address Line 2:	The Chrysler Building		
Address Line 4:	New York, NEW YORK 10174		
ATTORNEY DOCKET NUMBER:	13471-104		
NAME OF SUBMITTER:	Laurie Buchanan		
SIGNATURE:	/Lbuchanan/		

CH \$190.00 85583951

DATE SIGNED:

10/12/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of October 12, 2015, among 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. "Grantor"), and MIZRAHI TEFAHOT TRUST COMPANY LTD., in its capacity as collateral trustee for the benefit of the Finance Parties, including itself (together with its successors and assigns in such capacity, "Collateral Trustee").

WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement dated as of October 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Facility Agreement") among Grantor, Mizrahi Tefahot Bank Ltd., as Arranger and Facility Agent, the lenders party thereto as "Lenders" ("Lenders"), and Collateral Trustee, the Finance Parties are willing to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Finance Parties are willing to make the financial accommodations to Grantor as provided for in the Facility Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Trustee, for the benefit of the Finance Parties (including itself), that certain Pledge and Security Agreement dated as of October 12, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Trustee, for the benefit of Finance Parties (including itself), this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Facility Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Trustee, for the benefit of the Finance Parties (including itself), a continuing first priority security interest (subject to Permitted Encumbrances) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) 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 I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Trustee, for the benefit of the Finance Parties (including itself), pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Trustee with respect to the security interest in the Trademark 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.

4. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorize Collateral Trustee unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Trustee's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

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

GRANTOR:

LUMENIS LTD.,

a private company organized and existing under the laws of Israel as successor to Laguna Merger Sub Ltd., as Grantor

By: _____

Name: _____

Title: _____

[Handwritten Signature]
[Stamp: LUMENIS LTD. P.O. BOX 240 YOKNEAM 20692 ISRAEL]

[SIGNATURE PAGE OF LUMENIS LTD. TRADEMARK SECURITY AGREEMENT]

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ACKNOWLEDGED:

COLLATERAL TRUSTEE:

**MIZRAHI TEFAHOT TRUST
COMPANY LTD.,**
as Collateral Trustee

By: 

Assaf Leshets

Name: ~~Yonatan Rothem~~ **General Manager**

Title: **VP Operations and Control Mizrahi Tefahot Trust Company Ltd.**
~~Mizrahi Tefahot Trust Company Ltd.~~

[SIGNATURE PAGE OF LUMENIS LTD. TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached

[LUMENIS LTD. TRADEMARK SECURITY AGREEMENT]

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**LUMENIS LTD.
TRADEMARK SECURITY AGREEMENT SCHEDULE**

U.S. Trademarks

Trademark	App. No.	App. Filed	Reg. No.	Reg. Date
CASPER	85/583,951	3/29/2012		
OPT	86/154,361	12/30/2013		
PHOTOFRACTIONA L	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

NAI-1500576232v3

A. L. JR

RECORDED: 10/12/2015

OK

**TRADEMARK
REEL: 005642 FRAME: 0759**