

THIS WARRANT AND THE SHARES OF COMMON STOCK THAT MAY BE PURCHASED PURSUANT TO THE EXERCISE OF THIS WARRANT HAVE BEEN ACQUIRED SOLELY FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF SUCH REGISTRATION OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH SALE, OFFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS.

**LASERSCULPT, INC.  
COMMON STOCK PURCHASE WARRANT**

Issuance Date: \_\_\_\_\_, 2009

**THIS CERTIFIES THAT**, for value received, \_\_\_\_\_ (the “**Holder**”) is entitled, upon the terms and subject to the conditions hereinafter set forth, to subscribe for and purchase \_\_\_\_\_ (\_\_\_\_\_) shares (the “**Shares**”) of the fully paid and nonassessable Common Stock (the “**Common Stock**”), par value \$0.0001 per share, of LaserSculpt, Inc. (the “**Company**”), a Delaware corporation, at an exercise price (the “**Exercise Price**”) that shall initially be One Dollar and Fifty Cents (\$1.50) per Share but shall, from time to time, be adjusted in accordance with Section 8(b).

**1. Expiration of Warrant.** This Warrant shall expire at, and shall no longer be exercisable from and after, 5:00 p.m., New York time, on the fifth (5<sup>th</sup>) anniversary of the Issuance Date set forth above.

**2. Exercise of Warrant.**

(a) **General.** Subject to Section 1, this Warrant may be exercised by the Holder, as to the whole or any lesser number of the Shares covered hereby, upon (I) surrender of this Warrant to the Company at its principal executive office together with the Notice of Exercise attached hereto as Exhibit A, duly completed and executed by the Holder, (II) payment to the Company of the aggregate Exercise Price for the Shares to be purchased in the form of (A) a certified check or bank money order made payable to the Company (subject to collection), (B) wire transfer according to the Company’s instructions or (C) any combination of (A) and (B) and (III) delivery to the Company at its principal executive office of such written and signed representations and warranties of the Holder as the Company may reasonably request so as to assure to the Company that the Shares to be issued upon such conversion will (when so issued) be exempt from the registration requirements of the Securities Act of 1933, as amended (the “**Securities Act**”), and the rules and regulations promulgated thereunder and other applicable securities laws (all of the foregoing, collectively, the “**Securities Regulations**”) (such representations

and warranties, collectively, the “**Holder’s Representations**”). The exercise of this Warrant shall be deemed to have been effected on the day on which the Holder surrenders this Warrant to the Company and satisfies all of the other requirements of this Section 2(a). Upon such exercise, the Holder will be deemed a stockholder of record of those Shares for which this Warrant has been so exercised, with all rights of a stockholder (including, without limitation, all voting rights with respect to such Shares and all rights to receive any dividends with respect to such Shares). If this Warrant shall have been exercised only in part, the Company shall, at the time of delivery of the certificate or certificates for the Shares with respect to which this Warrant has been exercised, deliver to the Holder a new Warrant evidencing the right to purchase the remaining Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant, or, at the request of the Holder, appropriate notations may be made on this Warrant, which shall then be returned to the Holder. The Company shall pay all expenses, transfer taxes and other direct charges payable in connection with the preparation, issuance and delivery of share certificates and, as applicable, any new Warrant, except that, if share certificates or any new Warrant shall be registered in a name or names other than the name of the Holder, funds sufficient to pay all transfer taxes, if any, payable as a result of such transfer shall be paid by the Holder at the time of delivering the aforementioned notice of exercise or promptly upon receipt of a written request of the Company for payment.

(b) **Stock Certificates.** In the event of any exercise of the rights represented by this Warrant, certificates for the Shares so purchased shall be delivered to the Holder within a reasonable time, but in no event later than the (10) Business Days, after the exercise date of this Warrant (with the term “**Business Day**” meaning any day other than a Saturday, Sunday or other day on which banks or other financial institutions are authorized or required to be closed in the City or State of New York).

**3. Covenants of the Company.** The Company covenants and agrees that all shares of Common Stock that may be issued upon the exercise of the rights represented by this Warrant, upon issuance and payment therefor in accordance herewith, will be duly authorized, validly issued, fully paid and nonassessable shares of capital stock of the Company. The Company further covenants and agrees that, during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have duly authorized and duly reserved a number of shares of Common Stock sufficient for issuance upon the exercise of the rights evidenced by this Warrant.

**4. Transfer, Exchange or Loss of Warrant.**

(a) **No Assignment.** Neither this Warrant nor any of the Shares issued upon the exercise hereof may be assigned or transferred except as provided in this Section 4 and in accordance with and subject to the provisions of the Securities Regulations. Any purported transfer or assignment made other than in accordance with this Section 4 shall be null and void and of no force or effect.

(b) **Notification to Company.** Concurrently with, and as a condition to, any transfer of this Warrant, the Holder shall provide the Company with written notice of such transfer, indicating the circumstances of such transfer and, upon request, furnish the Company with an opinion of the Holder’s counsel, in form and substance reasonably satisfactory to the

Company and its counsel, to the effect that the proposed transfer may be made without registration under the Securities Regulations or qualification under any applicable state securities laws.

(c) Legend. Unless a registration statement under the Securities Act is effective with respect to the Shares or any other security issued upon exercise of this Warrant, the certificate representing the Shares or other securities shall bear the following legend, in addition to any legend imposed by applicable state securities laws:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAW, AND SUCH SECURITIES MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THE SAME ARE REGISTERED AND QUALIFIED IN ACCORDANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR, IN THE OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY, SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED.

(d) Loss, Theft, Destruction or Mutilation. Upon receipt by the Company of satisfactory evidence of loss, theft, destruction or mutilation of this Warrant and of indemnity satisfactory to the Company, and upon surrender and cancellation of this Warrant, if mutilated, the Company will execute and deliver a new Warrant of like tenor and date, and any such lost, stolen or destroyed Warrant shall thereupon become void.

**5. No Fractional Shares or Scrip.** No fractional shares or scrip representing fractional Shares shall be issued upon the exercise of this Warrant, and any fractional share otherwise issuable hereunder shall be rounded down to the nearest whole integer number of Shares.

**6. No Rights as Stockholder.** This Warrant does not entitle the holder hereof to any voting rights, dividend rights or other rights as a stockholder of the Company prior to the exercise hereof.

**7. Saturdays, Sundays, Holidays, etc.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next Business Day.

**8. Adjustments.**

(a) Merger. If at any time there shall be a merger, acquisition or consolidation of the Company with or into another corporation, then, as a part of such merger or consolidation, lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon exercise of this Warrant, during the period specified herein and upon payment of the aggregate Exercise Price then in effect, the number of shares of stock or other securities or property of the successor corporation resulting from such merger or consolidation, to which a holder of the Shares deliverable upon exercise of this Warrant would have been entitled in such merger or

consolidation if this Warrant had been exercised immediately before such merger or consolidation. In any such case, appropriate adjustment shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after the merger or consolidation.

(b) Recapitalization. If any stock split, reverse stock split, stock dividend, subdivision, combination or reclassification of shares of Common Stock or other recapitalization of the Company having the effect of increasing or decreasing the number of shares of issued and outstanding Common Stock (any such stock split, reverse stock split, stock dividend, subdivision, combination or reclassification of shares of Common Stock or other recapitalization is hereinafter referred to as a "**Recapitalization**") shall occur at any time while this Warrant remains outstanding and unexpired, then the Exercise Price shall be adjusted so that the Exercise Price in effect immediately after such Recapitalization shall equal the Exercise Price in effect immediately prior to such Recapitalization *times* a fraction, the numerator of which is the number of shares of Common Stock issued and outstanding immediately prior to such Recapitalization and the denominator of which is the number of shares of Common Stock issued and outstanding immediately after such Recapitalization. As soon as reasonably practical following its receipt from Holder of a written request for the then current amount of the Exercise Price, the Company shall send to the Holder written notice specifying the then current amount of the Exercise Price.

**9. Representations and Warranties of the Holder.** The Holder hereby represents

and warrants to the Company that:(a)the Holder is an entity, (i) the Holder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or other formation, (ii) the consummation by the Holder of the transactions contemplated hereby will not result in a violation of its charter or other organizational documents, (iii) the Holder has full power and authority to execute and deliver this Warrant and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold this Warrant and (upon the exercise hereof) the Shares, (iv) the execution, delivery and performance of this Warrant by the Holder have been duly authorized by all necessary corporate or other action on its part, (v) this Warrant has been duly executed and delivered on behalf of the Holder, and (vi) the execution, delivery and performance of this Warrant by the Holder will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Holder is a party or by which it is otherwise bound;

(b) the Holder has all legal capacity to enter into this Warrant and to carry out its obligations hereunder, and this Warrant constitutes the legal, valid and binding obligation of the Holder, enforceable against the Holder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity);

(c) no broker has acted on behalf of the Holder in connection with this Warrant or the exercise thereof, and there are no brokerage commissions, finders' fees or commissions payable in connection herewith based on any agreement, arrangement or understanding with the Holder or any action taken by the Holder;

(d) the Holder was not formed for the specific purpose of acquiring this Warrant or any of the Shares, the Holder is acquiring this Warrant for investment purposes only, for his, her or its own account, and not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act, and upon the exercise hereof with respect to any Shares, the Holder will be acquiring such Shares for investment purposes only, for his, her or its own account, and not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act;

(e) the Holder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of his, her or its investment and is aware that he, she or it may have to bear the economic risk of such investment for an indefinite period of time or to suffer a complete loss of his, her or its investment, and upon the exercise hereof with respect to any Shares, the Holder will have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of his, her or its investment and will be aware that he, she or it may have to bear the economic risk of such investment for an indefinite period of time or to suffer a complete loss of his, her or its investment;

(f) the Holder understands, acknowledges and agrees (i) that no public market now exists for this Warrant and that it is unlikely that a public market will ever exist for this Warrant, (ii) that this Warrant has not been, and upon issuance the Shares will not be, registered under (and that the Company has no obligation or present intention to register this Warrant or the Shares under) the Securities Regulations and that the offering and sale of this Warrant is being (and any future offer or sale of the Shares will be) made in reliance on the exemption from the registration requirements provided by Section 4(2) of the Securities Act and the regulations promulgated thereby and analogous provisions of certain state securities laws and (iii) that this Warrant and the Shares may not be sold or otherwise transferred by the Holder unless this Warrant or the Shares (as the case may be) have been registered under the Securities Act and applicable state securities laws or are sold or transferred in a transaction exempt therefrom;

(g) the Holder has received and reviewed this Warrant and all exhibits hereto, the Holder and/or his, her or its attorneys and accountants have had access to, and an opportunity to review, all documents and other materials requested of the Company and have been given an opportunity to ask any and all questions of, and receive answers from, the Company concerning the terms and conditions of the offering and to obtain all information that he, she or it or they believe necessary or appropriate to verify the accuracy thereof and to evaluate the suitability of an investment in the Company, and upon the exercise of this Warrant, the foregoing representation shall be true and correct as if made again on and as of the date of such exercise;

(h) the Holder is, and upon any exercise of this Warrant the Holder will be, an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act; and

(i) the Holder acknowledges that the Company is (and, upon the exercise of this Warrant with respect to any Shares, the Company will be) relying upon the Holder's representations and warranties set forth herein and would not issue this Warrant or any of the Shares to the Holder in the absence of such representations and warranties.

## 10. Miscellaneous.

(a) Entire Agreement. This Warrant is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes, and merges herein, all prior and contemporaneous negotiations, discussions, representations, understandings and agreements between the parties, whether oral or written, with respect such subject matter.

(b) Assignment; No Third Party Beneficiaries. This Warrant and the rights, duties and obligations hereunder may not be assigned or delegated by either the Company or the Holder without the prior written consent of the other of them. Except as provided in the immediately preceding sentence, any purported assignment or delegation of rights, duties or obligations hereunder made without the prior written consent of the other of them shall be null and void and of no force or effect. This Warrant and the provisions hereof shall be binding upon and enforceable against each of the Company and the Holder and his her or its respective estate, heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of and be enforceable by each of the Company and the Holder and his, her or its respective estate, heirs, executors, administrators, legal representatives, successors and permitted assigns. This Debenture is not intended to confer any rights or benefits on any persons other than the Company and the Holder and their respective estate, heirs, executors, administrators, legal representatives, successors and permitted assigns.

(c) Waiver of Jury Trial; Governing Law. **EACH OF THE PARTIES HERETO EXPRESSLY WAIVES HIS, HER OR ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LITIGATION OR OTHER JUDICIAL PROCEEDING REGARDING THIS WARRANT OR ANY DISPUTE HEREUNDER OR RELATING HERETO.** This Warrant shall be governed by, interpreted under and construed in accordance with the internal substantive laws of the State of New York applicable to contracts executed and to be performed wholly within that State without giving effect to the choice or conflict of laws principles or provisions thereof that would call of the application of the laws of any other jurisdiction. Each of the parties hereto agrees that any dispute under or with respect to this Warrant shall be determined before the state or federal courts situated in the City, County and State of New York, which courts shall have exclusive jurisdiction over and with respect to any such dispute, and each of the parties hereto hereby irrevocably submits to the jurisdiction of such courts. Each party hereby agrees not to raise any defense or objection, under the theory of *forum non conveniens* or otherwise, with respect to the jurisdiction of any such court.

(d) Amendments. This Warrant may be amended, modified or supplemented only to the extent expressly set forth in writing that is signed by the party to be charged therewith. No waiver of any term, condition or provision of this Warrant or of any breach or violation of this Warrant or any provision hereof shall be effective except to the extent expressly set forth in writing that is signed by the party to be charged therewith.

(e) Severability. This Warrant and the terms and provisions hereof shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity

or enforceability of this Warrant or of any other term or provision hereof. In the event any term or provision hereof shall be determined to be invalid or unenforceable as applied to any situation or circumstance or in any jurisdiction, such invalidity or unenforceability shall not apply or extend to any other situation or circumstance or in any other jurisdiction or affect the validity or enforceability of any other term or provision. It is the intent of the Company and the Holder that this Warrant and each term and provision hereof be enforceable in accordance with its terms and to the fullest extent permitted by law. Accordingly, to the extent any term or provision of this Warrant shall be determined or deemed to be invalid or unenforceable, such provision shall be deemed amended or modified to the minimum extent necessary to make such provision, as so amended or modified, valid and enforceable.

(f) Titles and Headings; Rules of Interpretation. Titles, captions and headings of the sections and other subdivisions of this Warrant are for convenience of reference only and shall not affect the construction or interpretation of any provision of this Warrant. References to Sections refer to sections of this Warrant unless otherwise stated. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," and words of like import, unless the context requires otherwise, refer to this Warrant taken as a whole and not to any particular section or other provision hereof. As used in this Warrant, the masculine, feminine and neuter genders shall be deemed to include the others if the context requires, and if the context requires, the use of the singular shall include the plural and *vice versa*. No party shall be deemed the draftsperson hereof or of any portion or provision hereof, and accordingly, in the event of any ambiguity or inconsistency in any provision of this Warrant, the same shall not be interpreted against either the Company or the Holder as the party responsible for drafting or providing such provision.

(g) Address for Notices and Payments. Any payment, notice or other communication provided or contemplated hereunder to be sent, delivered or otherwise given to the Holder shall be deemed validly sent, delivered or otherwise given if sent by certified or registered mail, return receipt requested, or by over-night courier service, in either case to the Holder at (a) his, her or its address at set forth on the signature page hereof or (b) any such more current address for the Holder as is maintained by the Payor for such purpose

(h) Registration of Ownership. Prior to due presentment of registration for transfer of this Warrant or any Shares, the Company or any agent thereof may treat the person in whose name this Warrant or such Shares (as the case may be) are registered as the absolute owner thereof for all purposes.

**[SIGNATURE PAGE FOLLOWS]**

**COMMON STOCK PURCHASE WARRANT  
SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Company and the Holder have caused this Common Stock Purchase Warrant to be executed as of the date first above written.

**LASERSCULPT, INC.**

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

Name: Steven A. Victor, M.D.

Title: Chairman and Chief Executive Officer

ACKNOWLEDGED, AGREED TO AND ACCEPTED  
by the Holder as of the day and year first above written:

<b>FOR INDIVIDUAL:</b>	<b>FOR CORPORATE OR OTHER ENTITY:</b>
Name:  [Signature]	Name:  By: _____ Name: Title:
Address:	Address:
Telephone: Facsimile: SS/: _____	Telephone: Facsimile: EIN: _____

**EXHIBIT A****NOTICE OF EXERCISE  
COMMON STOCK PURCHASE WARRANT**

To: LaserSculpt, Inc.:

1. Exercise Notice. The undersigned hereby elects to purchase \_\_\_\_\_ (\_\_\_\_\_) shares of Common Stock ("Stock") of LaserSculpt, Inc. (the "Company") pursuant to the terms of the attached Warrant, and tenders herewith payment of the aggregate exercise price therefor pursuant to the terms of such Warrant.
2. Name of Registered Certificate Holder. Please issue a certificate or certificates representing said shares of Stock in the name of the undersigned:

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Holder of said Warrant has executed this Notice of Exercise effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WARRANT HOLDER:**

FOR INDIVIDUAL:	FOR CORPORATE OR OTHER ENTITY:
Name: _____ [Signature]	Name: _____ By: _____ Name: Title: _____
Address: _____	Address: _____
Telephone: Facsimile: SS/: _____	Telephone: Facsimile: EIN: _____