

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vascular Sciences Corporation		06/25/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TLC Vision Corporation
Street Address:	5820 Solar Drive
Internal Address:	Suite 300
City:	Mississauga
State/Country:	ONTARIO
Postal Code:	L4W 5 MB
Entity Type:	CORPORATION:

Name:	Diamed Medizintechnik GmbH
Street Address:	Stadtwaldgurtel 77
City:	Koln
State/Country:	GERMANY
Postal Code:	D-50935
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75475981	OCCULOGIX
Serial Number:	75977975	OCCULOGIX
Serial Number:	75979093	OCCULOGIX
Serial Number:	75222191	RHEOTHERAPY
Serial Number:	76148680	REGENEX BIOSCIENCE
Serial Number:	75507528	OUR VISION IS YOUR VISION
Serial Number:	76412446	VASCULAR SCIENCES
Serial Number:	75222109	RHEOFILTER

CH \$265.00 75475981

Serial Number:	75699930	PLASMATIC
Serial Number:	75616007	RHEOPHERESIS

**CORRESPONDENCE DATA**

Fax Number: (212)682-0200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-880-6283  
Email: ejasie@torys.com  
Correspondent Name: Elisheva M. Jasie  
Address Line 1: 237 Park Avenue  
Address Line 2: Torys LLP  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	12601-2015
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Elisheva M. Jasie
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Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2003, is made by Vascular Sciences Corporation, a Delaware corporation ("Grantor"), in favor of TLC Vision Corporation, a New Brunswick corporation ("TLC"), and Diamed Medizintechnik GMBH, a corporation incorporated under the laws of Germany ("Diamed" and together with TLC, the "Grantees").

### RECITALS

WHEREAS, Grantor owns the Marks (as defined below) listed on Schedule I annexed hereto;

WHEREAS, the Grantor, the Grantees, Richard C. Davis, Jr. and John Cornish are parties to a Secured Convertible Grid Debenture Subscription Agreement of even date herewith (the "Subscription Agreement"), pursuant to which the Grantor has agreed to issue the Debentures (as defined in the Subscription Agreement) to the Grantees;

WHEREAS, pursuant to the terms of the Debentures, Grantor has granted to Grantees a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks to secure the payment of all amounts owing under the Debentures and the other Obligations (as defined in the Debentures);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantees a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired:

(i) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all prints or labels on which any of the foregoing appear, and all designs and general intangibles of a like nature, and the goodwill associated therewith or symbolized thereby, and all other assets, rights and interests that uniquely embody such goodwill, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all extensions or renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified in Schedule I annexed hereto) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any

kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Marks");

(ii) all agreements, written or oral providing for the grant by or to the Grantor of any right to use any Mark (including without limitation the licenses listed on Schedule II attached hereto); and


(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule I annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantees pursuant to the Debentures. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantees with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Debentures, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

\* \* \*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed on the day and year first written above.

VASCULAR SCIENCES CORPORATION

By:   
Name: *Richard C. Davis, Jr.*  
Title: *Chief Executive Officer*

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THOMAS P. MONAMARA PA

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**TRADEMARK**  
**REEL: 002738 FRAME: 0454**

Schedule I

Marks

US	OCCULOGIX	75/475,981
CA	OCCULOGIX	1001059
US	OCCULOGIX	75/977,975
US	OCCULOGIX	75/979,093
CA	RHEOTHERAPY	891164
US	RHEOTHERAPY	75/222,191
US	REGENEX BIOSCIENCE	76/148,680
MX	REGENEX BIOSCIENCE	EXP 479108
MX	REGENEX BIOSCIENCE	EXP 479408
MX	REGENEX BIOSCIENCE	EXP 479109
AU	RHEOPHERESIS	797438
US	RHEOLOGIX	75/222,194
US	OUR VISION IS YOUR VISION	75/507,528
US	VASCULAR SCIENCES	76/412,446

Trademark Licenses

US	RHEOFILTER	<sup>75/22,109</sup> 75/22,109	ASHAHI MEDICAL CO., LTD.
US	PLASMATIC	75/699,930	APHERESIS TECHNOLOGIES, INC.
US	RHEOPHERESIS	75/616,007	ASAHI MEDICAL CO., LTD.