

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eyes of the Future, P.C.		07/11/2005	Professional Corporation:

**RECEIVING PARTY DATA**

Name:	TLC Vision (USA) Corporation
Street Address:	540 Maryville Centre Drive
Internal Address:	Suite 200
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2186651	TRUST YOUR EYES TO EXPERIENCE.
Registration Number:	2152607	
Registration Number:	2500154	KREMER LASER EYE CENTER "SIMPLY THE BEST!"
Registration Number:	2503858	KREMER LASER EYE CENTER
Registration Number:	2389911	ACE
Registration Number:	2275232	LASER-K

**CORRESPONDENCE DATA**

Fax Number: (901)577-0769  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 901-577-2336  
 Email: lspeed@bakerdonelson.com  
 Correspondent Name: Lea Hall Speed  
 Address Line 1: 165 Madison Avenue  
 Address Line 2: Suite 2000

OP \$165.00 2186651

Address Line 4: Memphis, TENNESSEE 38103

NAME OF SUBMITTER:

Lea Hall Speed

Signature:

/lea hall speed/

Date:

08/05/2005

Total Attachments: 4

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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 11<sup>th</sup> day of July, 2005, by Eyes of the Future, P.C., a Pennsylvania professional corporation ("Assignor"), to TLC Vision (USA) Corporation, a Delaware corporation ("Assignee").

### RECITAL

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated as of July 11, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor;

WHEREAS, Assignor has adopted and is using and has continuously used the trademarks and service marks listed in Schedule A for which it is the owner at common law and for which it owns certain federal registrations or state registrations as indicated (the "Marks");

WHEREAS, Assignee is desirous of acquiring said Marks thereof and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the sale of the Assets and in accordance with the terms of the Purchase Agreement, the parties hereby agree as follows:

1. Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest in, to and under said Marks, together with the goodwill of the business symbolized by and associated with said Marks, and the state and federal trademark registrations for the Marks, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

2. Assignor agrees to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Marks.

## SCHEDULE A

### Registered Servicemarks and Trademarks

Servicemark or Trademark	Registration No.	Jurisdiction of Registration
EYES OF THE FUTURE (and Design)	951432	PA
EYES OF THE FUTURE (and Design)	885571	PA
TRUST YOUR EYES TO EXPERIENCE	2186651	US
Design only	2152607	US
KREMER LASER EYE CENTER "SIMPLY THE BEST" (and Design)	2500154	US
KREMER LASER EYE CENTER (and Design)	2503858	US
ACE	2389911	US
LASER-K	2275232	US

**Common Law (Unregistered) Servicemarks and Trademarks**

DR. FREDERIC B.  
KREMER

for use in the provision of professional ophthalmology services or optometric professional services, in the provision of refractive surgical services, on eyeglasses and other eyewear, and in the provision of any other healthcare services related to diseases and surgery of the eye

KREMER

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KREMER EYE  
ASSOCIATES

THE EYE SURGERY  
CENTER

KREMER LASER EYE  
CENTER

EYES OF THE FUTURE

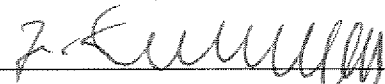
KREMER LASER EYE  
CENTER SIMPLY THE  
BEST

KREMER CARE

SEE THE REWARDS

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Eyes of the Future, P.C.

By: 

Printed Name: Frederic B. Kremer, M.D.

Title: President