

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MILLENNIUM LASER HOLDINGS, LLC		07/01/2005	LTD LIAB JT ST CO:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TLC THE LASER CENTER (NORTHEAST) INC.,		
<b>Street Address:</b>	540 Maryville Centre Drive		
<b>Internal Address:</b>	Ste. 200		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63141		
<b>Entity Type:</b>	COMPANY:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75729379	MILLENNIUM LASER EYE CENTERS	
<b>Serial Number:</b>	75749342	MILLENNIUM LASER EYE CENTERS	
<b>Serial Number:</b>	75729317	YOU WON'T BELIEVE YOUR EYES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)434-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-523-8262		
<b>Email:</b>	trish.munsell@tlcvision.com		
<b>Correspondent Name:</b>	Trish Munsell		
<b>Address Line 1:</b>	540 Maryville Centre Drive		
<b>Address Line 2:</b>	Ste. 200		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63141		
<b>NAME OF SUBMITTER:</b>	Brian Andrew		

OP \$90.00 75729379

Signature:	/Brian Andrew/
Date:	08/11/2005
Total Attachments: 3 source=trademark#page1.tif source=trademark#page2.tif source=trademark#page3.tif	

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

FOR THE SUM OF \$10.00 CASH IN HAND, and other good and valuable consideration, including the assumption by **TLC The Laser Center (Northeast) Inc.**, a Maryland corporation ("Buyer"), of liabilities as herein below set forth, **MILLENNIUM LASER HOLDINGS, LLC**, a Delaware limited liability company ("Seller"), hereby assigns to Buyer, all of its rights and interests in and to the Purchased Assets listed on Schedule A hereto. All capitalized terms not otherwise defined herein having the meanings ascribed to those terms in that certain Asset Purchase Agreement ("Purchase Agreement") by and among Buyer, Seller, Millennium Laser Virginia, LLC, Andrew E. Holzman, M.D., Nancy Holzman and Randolph S. Klueger, dated as of July 1, 2005; and said terms are incorporated herein by this reference.

In partial consideration of the foregoing, Buyer hereby assumes and agrees to perform, pay and discharge all Assumed Liabilities listed on Schedule B hereto, but Buyer does not assume any other liability of Seller of any nature, whether fixed or contingent, liquidated or unliquidated, known or unknown.

This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, but no assignment shall relieve any party of its obligations hereunder.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, Seller and Buyer, by their duly authorized officers, have signed and delivered this Assignment and Assumption Agreement as of July 1, 2005.

**SELLER:**  
**MILLENNIUM LASER HOLDINGS,**  
**LLC**

By: *Randolph S. Klueger*  
Printed Name: RANDOLPH S. KLUEDGER  
Title: President

**BUYER:**  
**TLC The Laser Center (Northeast) Inc.**

By: *William Leonard*  
Printed Name: William Leonard  
Title: Vice President

**SCHEDULE A**  
**PURCHASED ASSETS**

Registered Marks:

*Millennium Laser Eye Centers & Design*      Serial Number 75/749,342

*Millennium Laser Eye Centers*                      Serial Number 75/729,379

*You Won't Believe Your Eyes*              Serial Number 75/729317

Domain Names: milleniumlaser.com; millenniumlaser.com; millenniumlasercenter.com;  
millenniumlasercenters.com; millenniumlasereye.com;

**SCHEDULE B**  
**ASSUMED LIABILITIES**

NONE