

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
TLC Vision (USA) Corporation		05/30/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TruHearing, Inc.		
<b>Street Address:</b>	16305 Swingley Ridge Road		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63017		
<b>Entity Type:</b>	CORPORATION: UTAH		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2973590	TRUHEARING	
Registration Number:	2961127	TRUHEARING	
Registration Number:	2874920	BRINGING YOU THE SOUNDS OF LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)532-7543		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	801-323-3391		
<b>Email:</b>	sfinlinson@rqn.com		
<b>Correspondent Name:</b>	Scott B. Finlinson		
<b>Address Line 1:</b>	36 S. State Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>ATTORNEY DOCKET NUMBER:</b>	TLC VISION		
<b>NAME OF SUBMITTER:</b>	Scott B. Finlinson		

OP \$90.00 2973590

Signature:

/Scott B. Finlinson/

Date:

05/30/2008

Total Attachments: 3

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is entered into by and between TLC Vision (USA) Corporation, a Delaware corporation with offices located at 16305 Swingley Ridge Road, Suite 300, St. Louis, MO 63017 (hereinafter "Assignor"), and TruHearing, Inc., a Utah corporation, with offices located at 16305 Swingley Ridge Road, Suite 300, St. Louis, MO 63017 (hereinafter "Assignee").

### RECITALS

A. Assignor is owner of all right, title and interest in and to the trademarks, service marks and trade names TRUHEARING and BRINGING YOU THE SOUNDS OF LIFE and other variations, as used in any form, design, color, size, print style or medium, with and without accompanying logos and/or slogans, as used in connection with hearing aid devices, distributorship services in the field of hearing aid devices and medical referral services in the field of hearing testing, and hearing aid services (all of the foregoing trademark, service mark and trade name rights are hereinafter collectively referred to as the "Marks").

B. Assignor is owner of a trademark registrations for the Marks filed with the United States Patent and Trademark Office, as set forth on the attached Schedule A (the trademark registration and all other registrations and applications of Assignor for the Marks are hereinafter collectively referred to as the "Trademark Registrations").

C. Assignee is desirous of acquiring by assignment all of Assignor's right, title and interest in and to the Marks and Trademark Registrations.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby unconditionally assigns, transfers, grants, conveys, sells and relinquishes to Assignee, forever, and Assignee hereby accepts, all of Assignor's right, title and interest, throughout the world, in and to (a) the Marks and Trademark Registrations, including, but not limited to, all service mark rights, trademark rights, trade name rights, common law rights, copyrights and other rights therein; (b) the goodwill of the business symbolized by the foregoing; (c) all documents, items and materials relating to ownership of the foregoing; (d) all benefits and advantages relating to use of the foregoing; (e) the right to file any further applications, renewals or extensions under any law, convention or treaty with respect to the foregoing; (f) the right to take any and all actions, and recover, for any past, present or future infringements with respect to the foregoing; and (g) all other powers, privileges and rights with respect to the foregoing (all of the foregoing are hereinafter collectively referred to as the "Assigned Rights").

2. Delivery. Assignor shall deliver and otherwise surrender possession of all documents, items and materials relating to ownership of the Assigned Rights to Assignee upon execution of this Agreement. Assignor shall sign and deliver all other documents, items and materials to, and cooperate with and undertake and perform all tasks reasonably requested by, Assignee, to make the assignment and other provisions of this Agreement effective and to allow Assignee to record, register, assign or otherwise perfect or improve Assignee's rights in the Assigned Rights.

3. Consideration. The assignment and other rights granted hereunder is in consideration of that certain Share Transfer Agreement executed between various parties, including the Assignor.

4. Recordation. The Commissioner of Patents and Trademarks and other state, federal, foreign and international agencies and representatives are hereby requested to permit the recordation of this Trademark Assignment Agreement and to make corresponding changes to their respective registries to identify Assignee as owner of the Marks, Trademark Registrations and related good will.

5. Miscellaneous. This Agreement shall be governed by the laws of the State of Utah. The headings herein are for reference only and shall not define or limit the provisions hereof. This Agreement may not be altered, modified, amended or changed, in whole or in part, except by a writing executed by the parties. This Agreement shall be binding upon the parties and their heirs, successors, assigns, transferees, grantees, executors and administrators.


IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement to be effective as of the 30th day of May, 2008.


ASSIGNOR:

ASSIGNEE:

TLC VISION (USA) CORPORATION

TRUHEARING, INC.

  
By: BRIAN ANDREW  
Title: GENERAL COUNSEL

  
By: BRIAN ANDREW  
Title: GENERAL COUNSEL

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**Schedule A**

**To**  
**Trademark Assignment Agreement**  
**Between**  
**TLC Vision (USA) Corporation and TruHearing, Inc.**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Reg. No.</b>
<b>TRUHEARING</b>	United States	78/283,032	2,973,590
<b>TRUHEARING</b>	United States	78/283,036	2,961,127
<b>BRINGING YOU THE SOUNDS OF LIFE</b>	United States	78/291,825	2,874,920