

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated IP Security Agreement to amend the IP Security Agreement dated June 21, 2007 and to remove the releases inadvertently recorded on May 30, 2008 and June 2, 2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TLC VISION CORPORATION		02/17/2009	CORPORATION:
TLC VISION (USA) CORPORATION		02/17/2009	CORPORATION:
TLC THE LASER CENTER (NORTHEAST) INC.		02/17/2009	CORPORATION:
OR PARTNERS, INC.		02/17/2009	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	CIT HEALTHCARE LLC
<b>Street Address:</b>	505 FIFTH AVE.
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2951914	MILLENNIUM LASER EYE CENTERS

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-848-4455  
 Email: jlik@shearman.com  
 Correspondent Name: Tina Patel  
 Address Line 1: 599 Lexington Avenue  
 Address Line 2: Shearman & Sterling LLP - IP Docketing  
 Address Line 4: New York, NEW YORK 10022

**900131625**

**TRADEMARK  
 REEL: 003969 FRAME: 0719**

**CH \$40.00 2951914**

ATTORNEY DOCKET NUMBER:	34554/107
NAME OF SUBMITTER:	TINA PATEL
Signature:	/TINA PATEL/
Date:	04/13/2009
<b>Total Attachments: 8</b> source=Amended and Restated IP Security Agreement - 20090413#page1.tif source=Amended and Restated IP Security Agreement - 20090413#page2.tif source=Amended and Restated IP Security Agreement - 20090413#page3.tif source=Amended and Restated IP Security Agreement - 20090413#page4.tif source=Amended and Restated IP Security Agreement - 20090413#page5.tif source=Amended and Restated IP Security Agreement - 20090413#page6.tif source=Amended and Restated IP Security Agreement - 20090413#page7.tif source=Amended and Restated IP Security Agreement - 20090413#page8.tif	

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 17, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of CIT Healthcare LLC ("CIT"), as collateral agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), and amends the Intellectual Property Security Agreement dated June 21, 2007 entered into by Grantors and Agent (the "Original IP Security Agreement").

WHEREAS, TLC Vision (USA) Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with CIT, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the Issuing Banks under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered either (i) that certain Security Agreement as of June 21, 2007 made by certain of the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement") and (2) that certain Security Agreement as of June 21, 2007 made by certain of the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement" and together with the U.S. Security Agreement, the "Security Agreements").

WHEREAS, under the terms of the Security Agreements, the Grantors have granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, on June 27, 2007, the Original IP Security Agreement was recorded at Reel 19477 Frame 938 in respect of Patents and Reel 3569 Frame 556 in respect of Trademarks.

WHEREAS, on May 30, 2008 and June 2, 2008, Agent inadvertently recorded a release against the intellectual property listed on the Schedules hereto and such release was recorded at Reel 21029 Frame 221 in respect of Patents and Reel 3788 Frame 0895 and Reel 3787 Frame 260 in respect of Trademarks and is filing this IP Security Agreement to correct such error as well as signatory errors in the Original IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


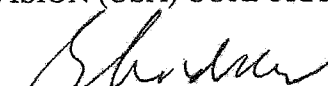
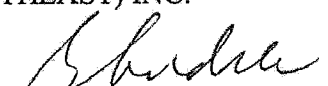

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the applicable Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the applicable Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

<p><u>Address for Notices:</u></p> <p>16305 Swingley Ridge Road, Suite 300 Chesterfield, Missouri 63017</p>	<p>TLC VISION CORPORATION</p> <p>By <u></u> Name: <u>Brian Andrew</u> Title: <u>General Counsel</u></p>
<p><u>Address for Notices:</u></p> <p>16305 Swingley Ridge Road, Suite 300 Chesterfield, Missouri 63017</p>	<p>TLC VISION (USA) CORPORATION</p> <p>By <u></u> Name: <u>Brian Andrew</u> Title: <u>General Counsel</u></p>
<p><u>Address for Notices:</u></p> <p>16305 Swingley Ridge Road, Suite 300 Chesterfield, Missouri 63017</p>	<p>TLC THE LASER CENTER (NORTHEAST) INC.</p> <p>By <u></u> Name: <u>Brian Andrew</u> Title: <u>General Counsel</u></p>
<p><u>Address for Notices:</u></p> <p>16305 Swingley Ridge Road, Suite 300 Chesterfield, Missouri 63017</p>	<p>OR PARTNERS, INC.</p> <p>By <u></u> Name: <u>Brian Andrew</u> Title: <u>General Counsel</u></p>

[Signature Page to Amended and Restated US IP Security Agreement]

**Schedule A**

**Patents**

<b><u>Title</u></b>	<b><u>Jurisdiction</u></b>	<b><u>App. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Patent No./Issue Date</u></b>
Methods and Apparatus for Facilitating the Provision of Services	USA	09/933,587		N/A
Methods and Apparatus for Facilitating the Provision of Services	USA	10/378,734		N/A
Portable Suspension System for Highly Sensitive Equipment	USA	08/743,381		5,845,914

**Schedule B**

**Trademarks**

<u>Mark</u>	<u>App. No./Filing Date</u>	<u>Publication Date</u>	<u>Registration No./Date</u>
FEEL THE DIFFERENCE. SEE THE RESULTS			3,015,545
FREEDOMVISION			1,967,316
KREMER EYE INSTITUTE			3,386,547 2/19/2008
KREMER LASER EYE CENTER "SIMPLY THE BEST" and Design			2,500,154
KREMER LASER EYE CENTER and Design			2,503,858
LASERVISION			1,885,214
LASERVISION CENTER			1,834,948
LASERVISION CENTERS			1,823,091
LASIK SELECT			3,184,950
MILLENNIUM LASER EYE CENTERS			2,948,195
MILLENNIUM LASER EYE CENTERS (Words and Design)	...		2,951,914
MISCELLANEOUS DESIGN (EYE)			2,383,523
MISCELLANEOUS DESIGN (LASER VISION CENTERS LOGO (DIAMOND WITH SPHERE))			2,090,433
MISCELLANEOUS DESIGN (LASER)			2,152,607
MOBILEXCIMER			1,743,742
MSS		9/5/2006	3,331,410 11/6/2007
MSSVISION			
OR PARTNERS YOUR ASC CONNECTION and Design			2,808,493
SIGHTPATH	77/464,720 5/2/2008	N/A	N/A
SIGHTPATH MEDICAL	77/464,722 5/2/2008	N/A	N/A



<u>Mark</u>	<u>App. No./Filing Date</u>	<u>Publication Date</u>	<u>Registration No./Date</u>
SIGHTPATH MEDICAL and Design	77,661,329 2/2/2009	N/A	N/A
TLC			2,862,627
TLC AND EYE DESIGN			2,419,392
TLC COSMETIC	78/943,835		
TLC COSMETIC CENTERS	77/213,076 6/22/2007		
TLC LASER EYE CENTERS			2,547,842
TLC LASER EYE CENTERS and Design			2,484,327
TLC LIFETIME COMMITMENT			3,027,604
TLC LIFETIME COMMITMENT			2,464,092
TLC SKIN			
TLC THE LASER CENTER			2,110,933
TLC THE LASER CENTER INC. AND EYE DESIGN			2,376,346
TLC TRACS			3,091,223
TLC VISION			2,809,088
TLC VISION AND DESIGN			3,137,824
TRUST YOUR EYES TO EXPERIENCE			2,186,651
YOU WON'T BELIEVE YOUR EYES	75729317 6/11/1999	12/28/1999	2456167 5/29/2001

**Schedule C**

**Copyrights**

None.