

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TLC Vision Corporation		04/20/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Occulogix, Inc., f/k/a Vascular Sciences Corporation
Street Address:	2600 Skymark Avenue Unit 9
Internal Address:	Suite 201
City:	Mississauga
State/Country:	CANADA
Postal Code:	L4W 5B2
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

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:	75222194	RHEOLOGIX
Serial Number:	75507528	OUR VISION IS YOUR VISION
Serial Number:	76412446	VASCULAR SCIENCES
Serial Number:	75222109	RHEOFILTER
Serial Number:	75699930	PLASMATIC
Serial Number:	75616007	RHEOPHERESIS

CORRESPONDENCE DATA

OP \$290.00 75475981

Fax Number: (314)480-1505
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	478378-3
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	H. Frederick Rusche
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Signature:	/H. Frederick Rusche/
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Date:	04/22/2009
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Total Attachments: 5
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Release of Trademark Security Agreement

20th THIS RELEASE OF TRADEMARK SECURITY AGREEMENT is made as of the day of April, 2009, by TLC Vision Corporation, a Canadian corporation, ("TLC"), in favor of Occulogix, Inc., f/k/a Vascular Sciences Corporation, a Delaware corporation, ("Grantor"):

WHEREAS, effective as of June 25, 2003, TLC and Grantee entered into a Trademark Security Agreement ("Security Agreement"), under which Grantor granted to TLC a security interest all right, title and interest of Grantor in, to and under all Grantor's Marks, as defined below;

WHEREAS, said Security Agreement was entered into pursuant to a certain Secured Convertible Grid Debenture Subscription Agreement, dated June 25, 2003, as amended (the "Subscription Agreement"); and

WHEREAS, all requirements and obligations of Grantor in the Subscription Agreement have been satisfied.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, TLC agrees as follows:

1. Incorporation of Subscription Agreement. The Subscription Agreement is hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Subscription Agreement;

2. Definition of Marks. For the purposes of this Release, "Marks" means:

(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.

3. Release of Security Interest. Pursuant to the Subscription Agreement, TLC hereby releases its security interest in the Marks and re-vests in Grantor such title to the Marks to the extent that TLC has the authority to do so.

IN WITNESS WHEREOF, TLC has duly executed this Release of Trademark Security Agreement as of the date first written above.

"TLC"

TLC Vision Corporation

By: 

Name: Brian L. Andrew, Esq.

Title: General Counsel and Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

The foregoing Release of Trademark Security Agreement was executed and acknowledged before me this 00 day of April, 2009, by Brian L. Andrew, Esq., personally known to me to be the General Counsel and Secretary of TLC Vision Corporation, on behalf of such corporation.

Kristin Ann Ryan
Notary Public

My Commission expires:

3-15-11

Kristin Ann Ryan
Notary Public - Notary Seal
State of Missouri, St. Charles County
No. 07024921
My Comm Expires March 15, 2011

Schedule I

Marks

Country	Mark	Application No.	Registration No.
US	OCCULOGIX	75/475,981	2,446,726
CA	OCCULOGIX	1001059	TMA567439
US	OCCULOGIX	75/977,975	2,511,866
US	OCCULOGIX	75/979,093	
CA	RHEOTHERAPY	891164	TMA524387
US	RHEOTHERAPY	75/222,191	2,207,551
US	REGENEX BIOSCIENCE	76/148,680	
MX	REGENEX BIOSCIENCE	EXP 479108	
MX	REGENEX BIOSCIENCE	EXP 479108	
MX	REGENEX BIOSCIENCE	EXP 479108	
AU	RHEOPHERESIS	797438	
US	RHEOLOGIX	75/222,194	2,231,130
US	OUR VISION IS YOUR VISION	75/507,528	2,293,681
US	VASCULAR SCIENCES	76/412,446	

Schedule II

Trademark Licenses

<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Party</u>
US	RHEOFILTER	75/222,109	2203229	Ashahi Medical Co., Ltd.
US	PLASMATIC	75/699,930	2407459	Apheresis Technologies, Inc.
US	RHEOPHERESIS	75/616,007	2547756	Ashai Medical Co., Ltd.