

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TLC Vision Corporation		02/25/2010	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Charlesbank Equity Fund VII, Limited Partnership
Street Address:	200 Clarendon Street, 54th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP: MASSACHUSETTS

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3015545	FEEL THE DIFFERENCE. SEE THE RESULTS.
Registration Number:	1967316	FREEDOMVISION
Registration Number:	1885214	LASERVISION
Registration Number:	1834948	LASERVISION CENTER
Registration Number:	1823091	LASERVISION CENTERS
Registration Number:	2383523	
Registration Number:	2090433	
Registration Number:	1743742	MOBILEXCIMER
Registration Number:	3331410	MSS
Serial Number:	77464720	SIGHTPATH
Serial Number:	77464722	SIGHTPATH MEDICAL
Serial Number:	77661329	SIGHTPATH MEDICAL
Registration Number:	2862627	TLC
Registration Number:	2419392	TLC

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Registration Number:	2547842	TLC LASER EYE CENTERS
Registration Number:	2484327	TLC LASER EYE CENTERS
Registration Number:	3027604	TLC LIFETIME COMMITMENT
Registration Number:	2464092	TLC LIFETIME COMMITMENT
Registration Number:	2110933	TLC THE LASER CENTER
Registration Number:	2376346	TLC TLC THE LASER CENTER INC.
Registration Number:	3091223	TLC TRACS
Registration Number:	2809088	TLC VISION
Registration Number:	3137824	TLC VISION

**CORRESPONDENCE DATA**

Fax Number: (617)523-1231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-570-1277  
Email: dracicot@goodwinprocter.com  
Correspondent Name: Diane Racicot  
Address Line 1: 53 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	101310-197298
NAME OF SUBMITTER:	Andrew L. Jagenow
Signature:	/Andrew L. Jagenow/
Date:	03/01/2010

Total Attachments: 11  
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**U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 25, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Charlesbank Equity Fund VII, Limited Partnership, as collateral agent (in such capacity together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement (as hereinafter defined), the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

**REDACTED**

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered either (i) that certain U.S. Security Agreement dated as of the date hereof made by certain of the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement") (

**REDACTED**

Security Agreement, the "Security Agreements").

and together with the U.S.

WHEREAS, under the terms of the Security Agreements, the Grantors have granted to the Collateral 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 United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

(1) Grant of Security. Each Grantor hereby grants to the Collateral 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 and service mark 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 and service mark 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.

(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.

(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.

(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.

(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 Collateral Agent with respect to the Collateral are more fully set forth in the applicable Security Agreement, the terms and provisions of which including, without limitation the last paragraph of Section 1 of the applicable Security Agreement are incorporated herein by reference as if fully set forth herein.

(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.

Address for Notices:

16305 Swingley Ridge Road, Suite 300  
Chesterfield, Missouri 63017

TLC VISION CORPORATION

By: 

Name: *William Hochman*

Title: *Executive CFO*

**REDACTED**

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*Signature Page to U.S. Intellectual Property Security Agreement*

**SCHEDULE A**

**PATENTS**

<b>Owner Name</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Country</b>	<b>Filing Date</b>	<b>Status</b>
<b>REDACTED</b>						

**SCHEDULE B**

**TRADEMARKS**

<b>Owner Name</b>	<b>Trademark</b>	<b>Registration No./ Application No.</b>	<b>Registration Date</b>	<b>Country</b>	<b>Filing Date</b>	<b>Status</b>
TLC Vision Corporation (Canada)	FEEL THE DIFFERENCE. SEE THE RESULTS.	3,015,545	11/15/2005	United States	09/21/2004	REGISTERED
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	FREEDOMVISION	1,967,316	04/09/1996	United States	04/07/1994	REGISTERED
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	LASERVISION	1,885,214	03/21/1995	United States	01/24/1994	REGISTERED
TLC Vision Corporation (Canada)	LASERVISION CENTER	1,834,948	05/03/1994	United States	03/05/1990	REGISTERED
<b>REDACTED</b>						



Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
TLC Vision Corporation (Canada)	LASERVISION CENTERS	1,823,091	02/22/1994	United States	04/06/1990	REGISTERED
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	MISCELLANEOUS DESIGN (EYE)	2,383,523	09/05/2000	United States	08/26/1996	REGISTERED
TLC Vision Corporation (Canada)	MISCELLANEOUS DESIGN (LASER VISION CENTERS LOGO (DIAMOND WITH SPHERE))	2,090,433	08/26/1997	United States	09/25/1995	REGISTERED
<b>REDACTED</b>						

<b>Owner Name</b>	<b>Trademark</b>	<b>Registration No./ Application No.</b>	<b>Registration Date</b>	<b>Country</b>	<b>Filing Date</b>	<b>Status</b>
TLC Vision Corporation (Canada)	MOBILEXCIMER	1,743,742	12/29/1992	United States	10/15/1991	REGISTERED
TLC Vision Corporation (Canada)	MSS	3,331,410	11/06/2007	United States	08/24/2005	REGISTERED
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	SIGHTPATH	77/464,720		United States	05/01/2008	PENDING
TLC Vision Corporation (Canada)	SIGHTPATH MEDICAL	77/464,722		United States	05/02/2008	PENDING
TLC Vision Corporation (Canada)	SIGHTPATH MEDICAL Stylized	77/661,329		United States	02/02/2009	PENDING
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	TLC	2,862,627	07/13/2004	United States	02/03/2003	REGISTERED

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	TLC AND EYE DESIGN	2,419,392	01/09/2001	United States	11/07/1996	REGISTERED
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	TLC LASER EYE CENTERS	2,547,842	03/12/2002	United States	04/21/1999	REGISTERED
TLC Vision Corporation (Canada)	TLC LASER EYE CENTERS AND DESIGN	2,484,327	09/04/2001	United States	07/01/1999	REGISTERED
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	TLC LIFETIME COMMITMENT	3,027,604	12/13/2005	United States	07/28/2004	REGISTERED
TLC Vision Corporation (Canada)	TLC LIFETIME COMMITMENT	2,464,092	06/26/2001	United States	06/27/1997	REGISTERED
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	TLC THE LASER CENTER	2,110,933	11/04/1997	United States	03/08/1994	REGISTERED

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	TLC THE LASER CENTER INC. AND EYE DESIGN	2,376,346	08/15/2000	United States	08/26/1996	REGISTERED
TLC Vision Corporation (Canada)	TLC TRACS	3,091,223	05/09/2006	United States	06/02/2004	REGISTERED
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	TLC VISION	2,809,088	01/27/2004	United States	09/07/2001	REGISTERED
<b>REDACTED</b>						
TLC Vision Corporation (Canada)	TLC VISION AND DESIGN	3,137,824	09/05/2006	United States	10/29/2003	REGISTERED
<b>REDACTED</b>						

**SCHEDULE C**

**COPYRIGHTS**

**None.**