

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Charlesbank Equity Fund VII, Limited Partnership		05/20/2010	LIMITED PARTNERSHIP: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	TLC Vision Corporation
Street Address:	5280 Solar Drive
City:	Mississauga
State/Country:	CANADA
Postal Code:	L4W 5M8
Entity Type:	CORPORATION: CANADA

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
Registration Number:	2862627	TLC
Registration Number:	2419392	TLC
Registration Number:	2547842	TLC LASER EYE CENTERS
Registration Number:	2484327	TLC LASER EYE CENTERS

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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
Serial Number:	77464720	SIGHTPATH
Serial Number:	77464722	SIGHTPATH MEDICAL
Serial Number:	77661329	SIGHTPATH MEDICAL

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-570-1000
Email: jwaters@goodwinprocter.com
Correspondent Name: Patent Administrator/Goodwin Procter LLP
Address Line 1: Exchange Place
Address Line 2: 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	TLC VISION
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Andrew L. Jagenow
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Signature:	/Andrew L. Jagenow/
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Date:	05/24/2010
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Total Attachments: 12
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EXECUTION VERSION

TERMINATION OF U.S. INTELLECTUAL PROPERTY SECURITY INTEREST

THIS TERMINATION OF U.S. INTELLECTUAL PROPERTY SECURITY INTEREST is made as of May 20, 2010 ("Effective Date") by Charlesbank Equity Fund VII, Limited Partnership as administrative agent and collateral agent (the "Agent") under that certain Junior Secured Super Priority Debtor in Possession Credit Agreement dated as of February 3, 2010 among

TLC Vision Corporation, a New Brunswick corporation and a debtor and a debtor in possession ("Parent"), the Guarantors (as defined therein), and the various financial institutions and other entities party thereto as lenders.

WHEREAS, pursuant to the terms and conditions of that certain U.S. Intellectual Property Security Agreement by and among Parent,

the "Grantors") and the Agent dated February 25, 2010 (the "U.S. IP Security Agreement"), the Grantors granted to Agent a security interest in all of such Grantor's right, title and interest in and to the following (the "IP Collateral");

- (i) the patents and patent applications set forth on Schedule I hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule II hereto, together with the goodwill symbolized thereby;
- (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;
- (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 IP Collateral of or arising from any of the foregoing;

WHEREAS, the Grantors and the Agent entered into the U.S. IP Security Agreement pursuant to the terms and conditions of that certain U.S. Security Agreement, dated February 25, 2010 (the "U.S. Security Agreement", together with the U.S. IP Security

Agreement, the "U.S. Security Agreements"), by and between the Grantors (as defined therein) and the Agent;

WHEREAS, the Grantors have requested, pursuant to Section 24 of the U.S. Security Agreement, that the Agent release the liens and security interests granted to it in the right, title and interest in and to the IP Collateral pursuant to the U.S. Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby forever and irrevocably terminates each of the U.S. Security Agreements, and hereby forever and irrevocably terminates, cancels, discharges and releases any and all security interests and liens in the IP Collateral.

The Agent, at Grantors' sole cost and expense, and without representation, warranty or recourse, shall promptly take all further actions, and provide to the Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Termination of U.S. Intellectual Property Security Interest.

The Agent hereby authorizes the Grantors and their agents and attorneys including, without limitation, Goodwin Procter LLP, to file any and all releases and discharges with respect to any and all security interests and liens filed and/or registered in respect of the IP Collateral against the Grantors by or in favor of the Agent as of the date hereof in connection with the U.S. Security Agreement and/or the U.S. IP Security Agreement.

This Termination of U.S. Intellectual Property Security Interest shall be governed by the laws of the State of New York.

[Signature Page follows]

IN WITNESS WHEREOF, the Agent has caused this Termination of U.S. Intellectual Property Security Interest to be executed by its duly authorized representative as of the Effective Date.

AGENT:

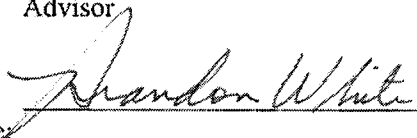
CHARLESBANK EQUITY FUND VII, LIMITED
PARTNERSHIP,
a Massachusetts limited partnership


By: Charlesbank Equity Fund VII GP,
Limited Partnership

Its: General Partner

By: Charlesbank Capital Partners LLC

Its: Advisor

By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

[Signature Page to U.S. IP Security Termination]

SCHEDULE I

PATENTS

Owner Name	Title	Patent No.	Issue Date	Country	Filing Date	Status
REDACTED						

SCHEDULE II

TRADEMARKS

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
TLC Vision Corporation (Canada)	FEEL THE DIFFERENCE. SEE THE RESULTS.	3,015,545	11/15/2005	United States	09/21/2004	REGISTERED
REDACTED						
TLC Vision Corporation (Canada)	FREEDOMVISION	1,967,316	04/09/1996	United States	04/07/1994	REGISTERED

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
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
REDACTED						
TLC Vision Corporation (Canada)	LASERVISION CENTERS	1,823,091	02/22/1994	United States	04/06/1990	REGISTERED

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
REDACTED						
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

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
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
REDACTED						
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

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
TLC Vision Corporation (Canada)	SIGHTPATH MEDICAL Stylized	77/661,329		United States	02/02/2009	PENDING
REDACTED						
TLC Vision Corporation (Canada)	TLC	2,862,627	07/13/2004	United States	02/03/2003	REGISTERED
REDACTED						
TLC Vision Corporation (Canada)	TLC AND EYE DESIGN	2,419,392	01/09/2001	United States	11/07/1996	REGISTERED
REDACTED						

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
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
REDACTED						
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

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
TLC Vision Corporation (Canada)	TLC THE LASER CENTER	2,110,933	11/04/1997	United States	03/08/1994	REGISTERED
REDACTED						
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

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
TLC Vision Corporation (Canada)	TLC VISION	2,809,088	01/27/2004	United States	09/07/2001	REGISTERED
REDACTED						
TLC Vision Corporation (Canada)	TLC VISION AND DESIGN	3,137,824	09/05/2006	United States	10/29/2003	REGISTERED