

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TLC Vision Corporation		05/20/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Thriller Canada Acquisition Corp.
Street Address:	2425 Matheson Blvd. East, 6th Floor
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L4W 5K4
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
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: 617.570.1000
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner
Address Line 1: Goodwin Procter LLP
Address Line 2: Exchange Place
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 101310-197298

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Miriam J. Rovner

Signature: /mjr/

Date: 05/27/2010

Total Attachments: 9

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TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), dated as of May 20, 2010, is by and between TLC Vision Corporation, a New Brunswick corporation (the "Company"), and Thriller Canada Acquisition Corp., a New Brunswick corporation (the "Canadian Buyer"). All capitalized terms used herein but not defined shall have the meaning ascribed thereto in the PSA (as defined below).

WHEREAS, the Company holds all right, title and interest in and to the trademark and service mark registrations identified on the attached Schedule A (the "Trademarks"); and

WHEREAS, the Canadian Buyer has acquired the entire right, title and interest in and to certain assets and properties of the Company, including the Trademarks pursuant to the Plan Sponsor Agreement dated as of February 3, 2010 by and among the Company, the Canadian Buyer, TLC Vision (USA) Corporation, a Delaware corporation, TLC Management Services, Inc., a Delaware corporation, and Thriller Acquisition Corp., a Delaware corporation (the "PSA").

NOW, THEREFORE, in consideration of the foregoing premises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Company does hereby sell, assign, transfer, convey and deliver to the Canadian Buyer all right, title, and interest in and to the Trademarks, together with all of the goodwill symbolized thereby and appurtenant thereto.
2. The Company does also hereby sell, assign, transfer, convey and deliver unto the Canadian Buyer all claims for damages for reason of past and current infringement of the Trademarks, as well as the right to sue for and collect the same for its own use and enjoyment.
3. The Company further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of the Canadian Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument.
4. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Facsimiles or other electronic forms of signatures (including "pdf") shall be deemed to be originals.
5. Regardless of any conflict of law or choice of law principles that might otherwise apply, the parties agree that this Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Delaware.
6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as a sealed instrument as of the date first written above.

TLC VISION CORPORATION

By: [Signature]
Name: James B. Tiffany
Title: President

PROVINCE OF Missouri
COUNTY OF St. Charles

On this 17 day of May, 2010, before me, the undersigned notary public, personally appeared James B. Tiffany (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.
(as President for TLC Vision Corporation, (a)(the) Missouri Corporation)
Kristin Ann Ryan (official signature and seal of notary)

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

THRILLER CANADA ACQUISITION CORP.

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

On this ___ day of _____, 20___, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.
(as _____ for _____, (a)(the) _____)

(official signature and seal of notary)

My commission expires: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as a sealed instrument as of the date first written above.

TLC VISION CORPORATION

By: _____
Name: _____
Title: _____

PROVINCE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.
(as _____ for _____, (a)(the) _____)

_____ (official signature and seal of notary)

My commission expires: _____

THRILLER CANADA ACQUISITION CORP.

By: Shandon White
Name: _____
Title: _____

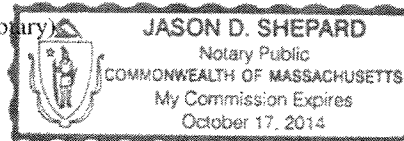
STATE OF Massachusetts)

COUNTY OF Suffolk)

On this 18 day of MAY, 2010, before me, the undersigned notary public, personally appeared Becky White (name of document signer), proved to me through satisfactory evidence of identification, which were J. Shepard, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he(she) signed it voluntarily for its stated purpose.
(as _____ for _____, (a)(the) _____)

_____ (official signature and seal of notary)

My commission expires: 10-17-14



[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 004213 FRAME: 0910

Schedule A

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
TLC Vision Corporation (Canada)	FREEDOMVISION	463367	09/13/1996	Canada	03/14/1994	REGISTERED
TLC Vision Corporation (Canada)	FREEDOMVISION	1,967,316	04/09/1996	United States	04/07/1994	REGISTERED
TLC Vision Corporation (Canada)	LASERVISION	442935	05/12/1995	Canada	06/28/1994	REGISTERED
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
TLC Vision Corporation (Canada)	LASERVISION CENTERS	389593	10/25/1991	Canada	05/04/1990	REGISTERED

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
TLC Vision Corporation (Canada)	MISCELLANEOUS DESIGN (EYE)	480980	08/19/1997	Canada	10/07/1996	REGISTERED
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
TLC Vision Corporation (Canada)	MISCELLANEOUS DESIGN (RECTANGULAR EYE)	456946	05/03/1996	Canada	02/24/1994	REGISTERED
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
TLC Vision Corporation (Canada)	SEE THE BEST	549025	07/31/2001	Canada	09/23/1998	REGISTERED

Owner Name	Trademark	Registration No./Application No.	Registration Date	Country	Filing Date	Status
TLC Vision Corporation (Canada)	SEE THE BEST. SEE TLC.	526108	03/30/2000	Canada	12/11/1998	REGISTERED
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
TLC Vision Corporation (Canada)	T.L.C.	314919	06/06/1986	Canada	06/28/1984	REGISTERED
TLC Vision Corporation (Canada)	TLC	459278	06/14/1996	Canada	02/24/1994	REGISTERED
TLC Vision Corporation (Canada)	TLC	2,862,627	07/13/2004	United States	02/03/2003	REGISTERED
TLC Vision Corporation (Canada)	TLC AND EYE DESIGN	483851	10/09/1997	Canada	10/24/1996	REGISTERED

Owner Name	Trademark	Registration No./Application No.	Registration Date	Country	Filing Date	Status
TLC Vision Corporation (Canada)	TLC AND EYE DESIGN	2,419,392	01/09/2001	United States	11/07/1996	REGISTERED
TLC Vision Corporation (Canada)	TLC LASER EYE CENTERS	553510	11/06/2001	Canada	05/17/1999	REGISTERED
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
TLC Vision Corporation (Canada)	TLC LASER EYE CENTERS AND EYE DESIGN	544627	05/08/2001	Canada	07/12/1999	REGISTERED
TLC Vision Corporation (Canada)	TLC LASER EYE CENTERS SEE THE BEST AND DESIGN	555559	12/17/2001	Canada	05/17/1999	REGISTERED
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	462273	08/30/1996	Canada	02/24/1994	REGISTERED
TLC Vision Corporation (Canada)	TLC THE LASER CENTER	2,110,933	11/04/1997	United States	03/08/1994	REGISTERED
TLC Vision Corporation (Canada)	TLC THE LASER CENTER INC. AND EYE DESIGN	483854	10/09/1997	Canada	10/07/1996	REGISTERED
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
TLC Vision Corporation (Canada)	TLC UNIVERSITY	547929	07/10/2001	Canada	07/19/1999	REGISTERED
TLC Vision Corporation (Canada)	TLC UNIVERSITY AND DESIGN	547930	07/10/2001	Canada	07/19/1999	REGISTERED
TLC Vision Corporation (Canada)	TLC VISION	592703	10/21/2003	Canada	09/11/2001	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
TLC Vision Corporation (Canada)	TLC VISION AND DESIGN	656136	01/06/2006	Canada	09/19/2003	REGISTERED
TLC Vision Corporation (Canada)	TLC VISION AND DESIGN	3,137,824	09/05/2006	United States	10/29/2003	REGISTERED