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 (USA) Corporation		05/25/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	Bank of Ireland Corporate Building
Internal Address:	Block B 2, Lower Baggot Street
City:	Dublin 2
State/Country:	IRELAND
Entity Type:	Collateral Agent: IRELAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3386547	KREMER EYE CENTER
Registration Number:	2500154	KREMER LASER EYE CENTER "SIMPLY THE BEST!"
Registration Number:	2503858	KREMER LASER EYE CENTER
Registration Number:	3184950	LASIK SELECT
Registration Number:	2152607	
Registration Number:	2186651	TRUST YOUR EYES TO EXPERIENCE.

CH $165.00 3386547

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 585-8220
Email: dmay@nixonpeabody.com
Correspondent Name: David L. May, Nixon Peabody LLP
Address Line 1: 401 9th Street, N.W.
Address Line 2: Suite 900
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	042877-000116

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Gerard M. Donovan
Signature:	/Gerard M. Donovan/
Date:	06/03/2010

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 25, 2010 (as amended, restated. supplemented, replaced or otherwise modified from time to time, the **"Intellectual Property Security Agreement"**), is made by each of the signatories hereto (collectively, the **"Grantors"**) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the **"Collateral Agent"**) (as defined in the Pledge and Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantors are party to that certain that certain Credit and Guaranty Agreement, dated as of May 25, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**), by and among Borrower, Holdings, certain of the Subsidiaries of the Borrower, the Lenders, Bank of Ireland, as Administrative Agent and Collateral Agent, and the other agents party thereto.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Pledge and Security Agreement, dated as of May 25, 2010, in favor of the Collateral Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the **"Pledge and Security Agreement"; c**apitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the **"Intellectual Property Collateral"**), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

1. All United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties,

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income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **"Trademarks"**);

2. All United States, foreign, and multinational patents, certificates of invention, and patentable inventions (regardless of whether reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **"Patents"**);

3. All copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and regardless of whether the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), all protectable designs, and all works of authorship and other intellectual property rights embodied therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right to make and exploit derivative works based on or adopted from works covered by such copyrights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world (**"Copyrights"**); and

4. All trade secrets and all other confidential or proprietary information and know-how, regardless of whether such trade secret has been reduced to a writing or other tangible form, including, without limitation, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the **"Trade Secrets"**); and (e) All licenses or agreements, whether written or oral, which are not included as an "Excluded Asset", providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future

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infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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

TLC VISION (USA) CORPORATION,
as Grantor

By: _____
Name: JAMES B [illegible]
Title: PRESIDENT/CEO

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

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,
as Collateral Agent

By: _____
Name: Michael Gebicki
Title: Managing Director

By: _____
Name: Shaun Della Vedova
Title: Vice President

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TLC VISION (USA) CORPORATION

SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARKS

Trademark	Registration No./Application No.	Registration Date	Country
KREMER EYE CENTER	3,386,547	02/19/2008	United States
KREMER LASER EYE CENTER "SIMPLY THE BEST" & Design	2,500,154	10/23/2001	United States
KREMER LASER EYE CENTER & Design	2,503,858	11/06/2001	United States
LASIK SELECT	3,184,950	12/12/2006	United States
MISCELLANEOUS DESIGN (LASER)	2,152,607	04/21/1998	United States
TRUST YOUR EYES TO EXPERIENCE	2,186,651	09/01/1998	United States

2. PATENTS

Title	Patent No.	Issue Date	Country
Portable Suspension System for Highly Sensitive Equipment	5,845,914	12/08/1998	United States
Portable Suspension System for Highly Sensitive Equipment	2332885	03/07/2001	Great Britain

3. COPYRIGHTS

None.

4. EXCLUSIVE COPYRIGHT LICENSES

None.