

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Governor and Company of the Bank of Ireland		03/28/2011	Collateral Agent: IRELAND
RECEIVING PARTY DATA			
Name:	TLC Vision (USA) Corporation		
Street Address:	16305 Swingley Ridge Road		
Internal Address:	Suite 300		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
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:	2152607		
Registration Number:	2186651	TRUST YOUR EYES TO EXPERIENCE.	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner c/o Goodwin Procter LLP		
Address Line 1:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		

OP \$140.00 3386547

900187845

TRADEMARK
REEL: 004510 FRAME: 0513

ATTORNEY DOCKET NUMBER:	126241-204970
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	03/29/2011
Total Attachments: 4 source=TLC vision#page1.tif source=TLC vision#page2.tif source=TLC vision#page3.tif source=TLC vision#page4.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of March 28, 2011 (the "**Release of Trademark Security Interest**"), is made by **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) for the benefit of **TLC VISION (USA) CORPORATION** (the "**Debtor**").

WITNESSETH:

WHEREAS, the Debtor has entered into 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, the Debtor has entered into 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**"; capitalized 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 Debtor has granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to, among other things, all of the Debtor's right, title and interest in and to: (i) the trademark and service mark registrations 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, 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**").

WHEREAS, the Collateral Agent has filed with the United States Patent and Trademark Office notices of security interests in the Trademarks.

WHEREAS, the Debtor has requested that the Collateral Agent release its security interest in the Trademarks.

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

Section 1. Release of Security. Effective as of the date hereto, the Collateral Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by the Debtor under the Pledge and Security Agreement.

Section 2. Recordation. The Collateral Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release of Trademark Security Interest.

Section 3. Further Actions. The Collateral Agent agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release of Trademark Security Interest.

Section 4. Execution in Counterparts. This Release of Trademark Security Interest 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 5. Governing Law. This Release of Trademark Security Interest 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Trademark Security Interest to be executed as an instrument under seal as of the date first above written by its officers thereunto duly authorized.

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

By: Edward A. Tsapras
Name: Edward A. Tsapras
Title: S.I. VP

By: Louise Doherty
Name: LOUISE DOHERTY
Title: VP

SCHEDULE 1
TO RELEASE OF TRADEMARK SECURITY INTEREST

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
MISCELLANEOUS DESIGN (LASER)	2,152,607	04/21/1998	United States
TRUST YOUR EYES TO EXPERIENCE	2,186,651	09/01/1998	United States