

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 (USA) Corporation		03/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TLC Management (Delaware Valley), LLC		
Street Address:	16305 Swingley Ridge Road		
Internal Address:	Suite 300		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63107		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2186651	TRUST YOUR EYES TO EXPERIENCE.	
Registration Number:	2152607		
Registration Number:	2500154	KREMER LASER EYE CENTER "SIMPLY THE BEST!"	
Registration Number:	2503858	KREMER LASER EYE CENTER	
Registration Number:	3386547	KREMER EYE CENTER	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-480-1500		
Email:	tracey.paterson@huschblackwell.com		
Correspondent Name:	Tracey Paterson/Husch Blackwell LLP		
Address Line 1:	190 Carondelet Plaza		
Address Line 2:	Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		

CH \$140.00 2186651

ATTORNEY DOCKET NUMBER:	478378.3
NAME OF SUBMITTER:	Tracey Paterson
Signature:	/Tracey Paterson/
Date:	04/11/2011
Total Attachments: 3 source=03.16.2011 Trademark Assignment#page1.tif source=03.16.2011 Trademark Assignment#page2.tif source=03.16.2011 Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is dated as of March 16, 2011, by and between TLC Vision (USA) Corporation, a Delaware corporation ("Assignor") and TLC Management (Delaware Valley), LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

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

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any and all applications or registrations for the Marks and all common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, 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 Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives.

ASSIGNOR

TLC VISION (USA) CORPORATION



Name:

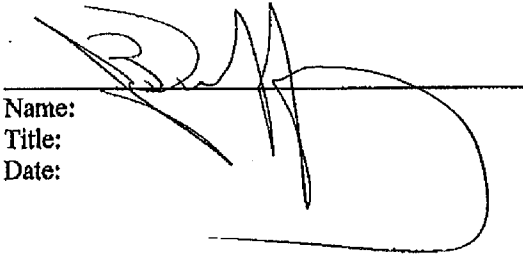
Title:

Date:

James F. Rogers
Senior Vice President,
General Counsel and Secretary

ASSIGNEE

TLC MANAGEMENT (DELAWARE
VALLEY), LLC



Name:

Title:

Date:

Exhibit A

Marks

Registered Marks:

<i>Mark</i>	<i>Registration Number</i>	<i>Jurisdiction</i>
TRUST YOUR EYES TO EXPERIENCE.	2,186,651	U.S.
(Design only)	2,152,607	U.S.
KREMER LASER EYE CENTER "SIMPLY THE BEST!" (and Design)	2,500,154	U.S.
KREMER LASER EYE CENTER (and Design)	2,503,858	U.S.
ACE	2,389,911	U.S.
LASER-K	2,275,232	U.S.
KREMER EYE CENTER	3,386,547	U.S.
EYES OF THE FUTURE (and Design)	951432	PA
EYES OF THE FUTURE (and Design)	885571	PA

Common Law Marks:

DR. FREDERIC B. KREMER *For use in the provision of professional ophthalmology services or optometric professional services, in the provision of refractive surgical services, on eyeglasses and other eyewear, and in the provision of any other healthcare services related to diseases and surgery of the eye.*

KREMER *For use in the provision of professional ophthalmology services or optometric professional services, in the provision of refractive surgical services, on eyeglasses and other eyewear, and in the provision of any other healthcare services related to diseases and surgery of the eye.*

KREMER EYE ASSOCIATES

THE EYE SURGERY CENTER

KREMER LASER EYE CENTER

EYES OF THE FUTURE

KREMER LASER EYE CENTER SIMPLY THE BEST

KREMER CARE

SEE THE REWARDS