

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
The Governor and Company of the Bank of Ireland		10/31/2012	collateral agent: IRELAND
RECEIVING PARTY DATA			
Name:	TLC Vision (USA) Corporation		
Street Address:	16305 Swingley Ridge Road		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	CORPORATION: DELAWARE		
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.	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		

CH \$165.00 3386547

ATTORNEY DOCKET NUMBER:	069784-0000008
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	11/02/2012
Total Attachments: 3 source=TLC Vision(USA) SI#page1.tif source=TLC Vision(USA) SI#page2.tif source=TLC Vision(USA) SI#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”) is made as of October 31, 2012, by The Governor and Company of the Bank of Ireland, having a business address at 300 Stamford Place, Stamford, Connecticut 06902 (“Secured Party”) in favor of TLC Vision (USA) Corporation, a Delaware corporation having a business address at 16305 Swingley Ridge Road, Chesterfield, MO 63017 (“Grantor”).

W I T N E S S E T H

WHEREAS, the Secured Party and the Grantor are parties to a certain Intellectual Property Security Agreement, dated as of May 25, 2010 (the “IP Security Agreement”), wherein Grantor granted the Secured Party a security interest in and to the Intellectual Property Collateral (as defined in the IP Security Agreement), including the U.S. trademarks identified on Schedule A attached hereto (such trademarks (and the applications in connection therewith), together with all goodwill of the business associated therewith and symbolized thereby, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto, and all income, fees, royalties, proceeds and other payments at any time due or payable with respect thereto, the “Trademarks”);

WHEREAS, the IP Security Agreement was recorded with the U.S. Patent and Trademark Office on June 3, 2010 at Reel 004217, Frame 0435;

WHEREAS, the Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against the Trademarks; and

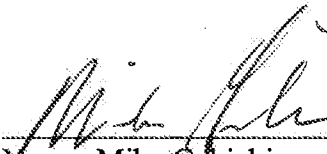
WHEREAS, the Secured Party desires to grant to the Grantor a specific release of the security interest granted and recorded against each Trademark.

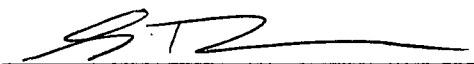
NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Secured Party does hereby terminate the IP Security Agreement and relinquish and release the entirety of the security interests in the Trademarks and reassigns forever to Grantor all right, title and interest of any nature whatsoever which the Secured Party holds in or to each Trademark and associated common law rights and goodwill appurtenant thereto, and further agrees that it shall execute all other documents and do all other acts necessary to relinquish and effect the release of such rights to Grantor.

[Signature page follows]

IN TESTIMONY WHEREOF, the Secured Party has executed this Release by its proper officers thereunto duly authorized.

**THE GOVERNOR AND COMPANY OF
THE BANK OF IRELAND**

By: 
Name: Mike Gebicki
Title: Managing Director

By: 
Name: Shaun Della Vedova
Title: Director

SCHEDULE A

TRADEMARKS

Trademarks	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