

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TLC VISION (CANADA) CORP.		10/13/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ACCESS AND INTEGRATED PRACTICE HOLDINGS, LLC		
Street Address:	5775 W. Old Shakopee Road, Suite 90		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55437		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2090433		
Registration Number:	1885214	LASERVISION	
Registration Number:	1834948	LASERVISION CENTER	
Registration Number:	1823091	LASERVISION CENTERS	
Registration Number:	1743742	MOBILEXCIMER	
Registration Number:	4407052	MOFE	
Registration Number:	4038837	SIGHTPATH	
Registration Number:	3739010	SIGHTPATH MEDICAL	
Registration Number:	3838395	SIGHTPATH MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-480-1500		
Email:	Nicole.Anderson@huschblackwell.com		
Correspondent Name:	Daniel S. Cohn		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		

CH \$240.00 2090433

ATTORNEY DOCKET NUMBER:	478378.3
NAME OF SUBMITTER:	Daniel S. Cohn
SIGNATURE:	/Daniel S. Cohn/
DATE SIGNED:	10/15/2014
Total Attachments: 3 source=TLC(CA)toAccess#page1.tif source=TLC(CA)toAccess#page2.tif source=TLC(CA)toAccess#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 13th day of October, 2014, ("Effective Date") by and between TLC VISION (CANADA) CORP., a New Brunswick corporation ("Assignor") and ACCESS AND INTEGRATED PRACTICE HOLDINGS, LLC, a Delaware limited liability company ("Assignee") (collectively the "Parties," and each individually a "Party").

WHEREAS, since May 20, 2010, Assignee has been the beneficial owner of the United States marks identified in Schedule A, attached hereto and incorporated herein by reference (collectively, the "Marks");

WHEREAS the assignment is being made to a successor of the portion of business to which the Marks pertain and such business is ongoing and existing; and

WHEREAS, Assignee is desirous of acquiring Assignor's right, title, and interest in and to the Marks.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire worldwide right, title and interest in and to the Marks, together with the common law rights and the goodwill of the business connected with the use of and symbolized by the Marks, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives and all causes of action, either in law or in equity, for past, present or future infringement based upon or relating to the Marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

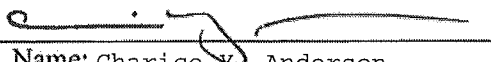
Assignor represents and warrants that: (a) it has the full right to make this Assignment; and (b) this Assignment is effective to convey all of Assignor's rights, title and interest in the Marks to Assignee, free and clear of all liens, encumbrances, security interests, and other interests or rights of others.

Assignor agrees to execute and deliver to Assignee all further documents as may be necessary to give effect to the assignment of rights reflected herein.

This Assignment may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Assignment.

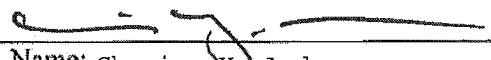
IN WITNESS WHEREOF the undersigned has hereunto executed this Assignment
at _____ this 3rd day of October, 2014.

TLC VISION (CANADA) CORP.

By: 
Name: Charice Y. Anderson
Title: General Counsel

IN WITNESS WHEREOF the undersigned has hereunto executed this Assignment
at _____ this 3rd day of October, 2014.

**ACCESS AND INTEGRATED PRACTICE
HOLDINGS, LLC**

By: 
Name: Charice Y. Anderson
Title: General Counsel

SCHEDULE A

United States Trademarks and Trademark Registrations

No.	Trademark	Country	Application No.	Registration No.	Owner
1.	DESIGN ONLY	United States	74733615	2,090,433	TLC Vision (Canada) Corp.
2.	LASERVISION	United States	74481353	1,885,214	TLC Vision (Canada) Corp.
3.	LASERVISION CENTER	United States	74036596	1,834,948	TLC Vision (Canada) Corp.
4.	LASERVISION CENTERS	United States	74046656	1,823,091	TLC Vision (Canada) Corp.
5.	MOBILEXCIMER	United States	74212418	1,743,742	TLC Vision (Canada) Corp.
6.	MOFE	United States	85856121	4,407,052	TLC Vision (Canada) Corp.
7.	SIGHTPATH	United States	77464720	4,038,837	TLC Vision (Canada) Corp.
8.	SIGHTPATH MEDICAL	United States	77661329	3,739,010	TLC Vision (Canada) Corp.
9.	SIGHTPATH MEDICAL	United States	77464722	3,838,395	TLC Vision (Canada) Corp.