

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320098

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:	TLC VISION CENTER HOLDINGS, LLC		
Street Address:	16305 Swingley Ridge Road, Suite 300		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3015545	FEEL THE DIFFERENCE. SEE THE RESULTS.	
Registration Number:	1967316	FREEDOMVISION	
Registration Number:	2951914	MILLENNIUM LASER EYE CENTERS	
Registration Number:	2383523		
Registration Number:	2862627	TLC	
Registration Number:	2419392	TLC	
Registration Number:	2547842	TLC LASER EYE CENTERS	
Registration Number:	2484327	TLC LASER EYE CENTERS	
Registration Number:	3027604	TLC LIFETIME COMMITMENT	
Registration Number:	2110933	TLC THE LASER CENTER	
Registration Number:	3137824	TLC VISION	
Registration Number:	3091223	TLC TRACS	
Registration Number:	2809088	TLC VISION	
Registration Number:	2464092	TLC LIFETIME COMMITMENT	
Registration Number:	2376346	TLC TLC THE LASER CENTER INC.	
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>			
TRADEMARK			

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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

ATTORNEY DOCKET NUMBER: 478378.3

NAME OF SUBMITTER: Daniel S. Cohn

SIGNATURE: /Daniel S. Cohn/

DATE SIGNED: 10/15/2014

Total Attachments: 3

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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 TLC VISION CENTER 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, in connection with the Agreement and Plan of Merger, by and among Assignee, LVI Group Holdings, LLC, Sunglasses Intermediate Blocker, Inc., Sunglasses Mergerco, LLC and TLC Holdings, LLC (Series 3), and the debt financing in connection therewith, LBC Credit Partners, Inc. has requested that Assignor and Assignee execute this Assignment to satisfy certain formal requirements and transfer any and all of Assignor's right, title and interest in and to the Marks to Assignee;

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 3 day of October, 2014.

TLC VISION (CANADA) CORP.

By: 
Charice Y. Anderson
General Counsel

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

TLC VISION CENTER HOLDINGS, LLC

By: 
Charice Y. Anderson
General Counsel

SCHEDULE A

United States Trademarks and Trademark Registrations

No.	Trademark	Country	Application No.	Registration No.	Owner
1.	FEEL THE DIFFERENCE. SEE THE RESULTS.	United States	78/487,088	3,015,545	TLC Vision (Canada) Corp.
2.	FREEDOMVISION	United States	74/512,108	1,967,316	TLC Vision (Canada) Corp.
3.	MILLENIUM LASER EYE CENTERS AND DESIGN	United States	75/749,342	2,951,914	TLC Vision (Canada) Corp.
4.	MISCELLANEOUS DESIGN (EYE)	United States	75/156,228	2,383,523	TLC Vision (Canada) Corp.
5.	TLC	United States	78/210,212	2,862,627	TLC Vision (Canada) Corp.
6.	TLC AND EYE DESIGN	United States	75/194,417	2,419,392	TLC Vision (Canada) Corp.
7.	TLC LASER EYE CENTERS	United States	75/688,218	2,547,842	TLC Vision (Canada) Corp.
8.	TLC LASER EYE CENTERS AND DESIGN	United States	75/742,028	2,484,327	TLC Vision (Canada) Corp.
9.	TLC LIFETIME COMMITMENT	United States	78/458,118	3,027,604	TLC Vision (Canada) Corp.
10.	TLC THE LASER CENTER	United States	74/498,316	2,110,933	TLC Vision (Canada) Corp.
11.	TLC TRACS DESIGN A/K/A TLC VISION & DESIGN	United States	78/320,319	3,137,824	TLC Vision (Canada) Corp.
12.	TLC TRACS WORDMARK	United States	78/428,495	3,091,223	TLC Vision (Canada) Corp.
13.	TLC VISION	United States	76/310,260	2,809,088	TLC Vision (Canada) Corp.
14.	TLC'S LIFETIME COMMITMENT	United States	75/315,964	2,464,092	TLC Vision (Canada) Corp.
15.	TLC TLC THE LASER CENTER INC.	United States	75/156,227	2,376,346	TLC Vision (Canada) Corp.