

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
CIT Healthcare LLC	10/19/2007

RECEIVING PARTY DATA

Name:	TLC Vision (USA) Corporation
Street Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	American Eye Instrument, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	Laser Eye Surgery, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	LVCi California, LLC
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

PATENT

500381267

REEL: 019995 FRAME: 0296

CH \$40.00 6139560

Name:	MSS, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	OR Partners, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	O.R. Providers, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	Southeast Medical, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	Southern Ophthalmics, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC Capital Corporation
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield

State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC Florida Eye Laser Center, LLC
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC Laser Eye Centers (ATAC), LLC
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC Laser Eye Centers (Refractive I), Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC Management Services, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC Midwest Laser Eye Center, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC The Laser Center (Annapolis), Inc.
Street Address:	c/o TLC Vision (USA) Corporation

Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC The Laser Center (Baltimore Management) LLC
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC The Laser Center (Baltimore), Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC The Laser Center (Boca Raton) LP
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC The Laser Center (Carolina), Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC The Laser Center (Connecticut) LLC
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC The Laser Center (Institute), Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC The Laser Center (Northeast), Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC VC, LLC
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC Vision Source, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TLC Whitten Laser Eye Associates, LLC
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TruVision, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI

Postal Code:	63017
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Name:	TruVision Contacts, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TrueVision Provider Online Services, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	TruHearing, Inc.
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

Name:	Valley Laser Eye Center, LLC
Street Address:	c/o TLC Vision (USA) Corporation
Internal Address:	16305 Swingley Ridge Rd., Suite 300
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6139560

CORRESPONDENCE DATA

Fax Number: (650)838-5136
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650) 838-3772
Email: emily.priest@shearman.com
Correspondent Name: Lucia Guh-Siesel

PATENT
REEL: 019995 FRAME: 0301

Address Line 1:	Shearman & Sterling LLP
Address Line 2:	1080 Marsh Rd.
Address Line 4:	Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	34554-001077 P RLS
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NAME OF SUBMITTER:	Lucia Guh-Siesel
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Total Attachments: 4
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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY IN
PATENT RIGHTS

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY IN PATENT RIGHTS (this “Release”) is made as of October 19, 2007 (the “Effective Date”), by CIT Healthcare LLC (“CIT”), as collateral agent (the “Agent”) for each of the Secured Parties (as defined in the Credit Agreement referred to below), in favor of persons listed in Schedule A attached hereto (collectively, the “Grantors”).

WHEREAS, the Grantors entered into a Credit Agreement dated as of June 22, 2007, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with CIT, as Administrative Agent, and the Lenders party thereto (capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Credit Agreement);

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the Issuing Banks under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor executed and delivered that certain Security Agreement dated June 22, 2007, made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, under the terms of the Security Agreement, the Grantors granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and as a condition thereof executed that certain Intellectual Property Security Agreement dated June 22, 2007, (the “IP Security Agreement”) for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

WHEREAS, a security interest in U.S. Patent No. 6,139,560 (the “Released Patent”) was inadvertently included in the security interest granted under the IP Security Agreement;

WHEREAS, the IP Security Agreement was recorded on June 27, 2007, with the U.S. Patent and Trademark Office under Reel and Frame number 019477/0938; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Released Patent.

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

1. The Agent, on behalf of the Secured Parties, hereby terminates, releases and discharges its security interest in the Released Patent to the Grantors, and all right, title and interest of the Agent in such Released Patent shall hereby cease and be void.

2. This Release shall be effective only with respect to the Released Patent and nothing contained herein shall be deemed to be a release or termination of or have any other effect on any other liens, security interests, charges or encumbrances on any other Collateral, property or assets granted by the Grantors in connection with the Credit Agreement or any of the Loan Documents.

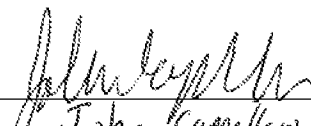
3. The Agent authorizes and requests that the Commissioner of Patents record this Release.

4. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date first above written.

CIT Healthcare LLC, as the Administrative Agent

By 
Name: John Cappellaro
Title: Vice President

Schedule A

TLC Vision (USA) Corporation
American Eye Instrument, Inc.
Laser Eye Surgery, Inc.
LVCI California, LLC
MSS, Inc.
OR Partners, Inc.
O.R. Providers, Inc.
Southeast Medical, Inc.
Southern Ophthalmics, Inc
TLC Capital Corporation
TLC Florida Eye Laser Center, LLC
TLC Laser Eye Centers (ATAC), LLC
TLC Laser Eye Centers (Refractive I), Inc.
TLC Management Services, Inc.
TLC Midwest Laser Eye Center, Inc.
TLC The Laser Center (Annapolis), Inc.
TLC The Laser Center (Baltimore Management) LLC
TLC The Laser Center (Baltimore), Inc.
TLC The Laser Center (Boca Raton) LP
TLC The Laser Center (Carolina), Inc.
TLC The Laser Center (Connecticut) LLC
TLC The Laser Center (Institute), Inc.
TLC The Laser Center (Northeast), Inc.
TLC VC, LLC
TLC Vision Source, Inc.
TLC Whitten Laser Eye Associates, LLC
TruVision, Inc.
TruVision Contacts, Inc.
TrueVision Provider Online Services, Inc.
TruHearing, Inc.
Valley Laser Eye Center, LLC