

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
TLC Vision (USA) Corporation	02/25/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Charlesbank Equity Fund VII, Limited Partnership
Street Address:	200 Clarendon Street, 54th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	5845914
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(617)523-1231
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-570-1277
Email:	dracicot@goodwinprocter.com
Correspondent Name:	Diane Racicot
Address Line 1:	53 State Street
Address Line 4:	Boston, MASSACHUSETTS 02324
ATTORNEY DOCKET NUMBER:	101310-197298
NAME OF SUBMITTER:	Andrew L. Jagenow
<b>Total Attachments: 11</b> source=TLCVISIONUSA#page1.tif source=TLCVISIONUSA#page2.tif source=TLCVISIONUSA#page3.tif source=TLCVISIONUSA#page4.tif source=TLCVISIONUSA#page5.tif	

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**U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 25, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Charlesbank Equity Fund VII, Limited Partnership, as collateral agent (in such capacity together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement (as hereinafter defined), the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

**REDACTED**

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered either (i) that certain U.S. Security Agreement dated as of the date hereof made by certain of the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Security Agreement")

**REDACTED**

and together with the U.S. Security Agreement, the "Security Agreements").

WHEREAS, under the terms of the Security Agreements, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

(1) Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark and service mark applications to the extent that, and solely

during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark and service mark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

(2) Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

(3) Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

(4) Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(5) Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the applicable Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the applicable Security Agreement, the terms and provisions of which including, without limitation the last paragraph of Section 1 of the applicable Security Agreement are incorporated herein by reference as if fully set forth herein.

(6) Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**REDACTED**

Address for Notices:

16305 Swingley Ridge Road, Suite 300  
Chesterfield, Missouri 63017

TLC VISION (USA) CORPORATION

By:

Name: *William McManus*

Title: *Interim CEO*

**REDACTED**

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*Signature Page to U.S. Intellectual Property Security Agreement*

**PATENT**  
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**SCHEDULE A**

**PATENTS**

<b>Owner Name</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Country</b>	<b>Filing Date</b>	<b>Status</b>
TLC Vision (USA)Corporation	Portable Suspension System for Highly Sensitive Equipment	5,845,914	12/08/1998	United States	11/04/1996	ISSUED
<b>REDACTED</b>						

**SCHEDULE B**

**TRADEMARKS**

<b>Owner Name</b>	<b>Trademark</b>	<b>Registration No./ Application No.</b>	<b>Registration Date</b>	<b>Country</b>	<b>Filing Date</b>	<b>Status</b>
<b>REDACTED</b>						
TLC Vision (USA) Corporation	KREMER EYE CENTER	3,386,547	02/19/2008	United States	12/20/2005	REGISTERED
TLC Vision (USA) Corporation	KREMER LASER EYE CENTER "SIMPLY THE BEST" & Design	2,500,154	10/23/2001	United States	09/12/2000	REGISTERED
TLC Vision (USA) Corporation	KREMER LASER EYE CENTER & Design	2,503,858	11/06/2001	United States	09/12/2000	REGISTERED
<b>REDACTED</b>						



Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
<b>REDACTED</b>						
TLC Vision (USA) Corporation	LASIK SELECT	3,184,950	12/12/2006	United States	09/07/2005	REGISTERED
<b>REDACTED</b>						
TLC Vision (USA) Corporation	MISCELLANEOUS DESIGN (LASER)	2,152,607	04/21/1998	United States	06/30/1997	REGISTERED
<b>REDACTED</b>						

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
<b>REDACTED</b>						

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
<b>REDACTED</b>						

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
<b>REDACTED</b>						
TLC Vision (USA) Corporation	TRUST YOUR EYES TO EXPERIENCE	2,186,651	09/01/1998	United States	12/11/1996	REGISTERED

**SCHEDULE C**

**COPYRIGHTS**

None.