

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
Charlesbank Equity Fund VII, Limited Partnership	05/20/2010
RECEIVING PARTY DATA	
Name:	TLC Vision (USA) Corporation
Street Address:	16305 Swingley Ridge Road
Internal Address:	Suite 300
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5845914
CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-570-1000
Email:	jwaters@goodwinprocter.com
Correspondent Name:	Patent Administrator/Goodwin Procter LLP
Address Line 1:	Exchange Place
Address Line 2:	53 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	TLC VISION
NAME OF SUBMITTER:	Andrew L. Jagenow

Total Attachments: 13
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REDACTED

EXECUTION VERSION

TERMINATION OF U.S. INTELLECTUAL PROPERTY SECURITY INTEREST

THIS TERMINATION OF U.S. INTELLECTUAL PROPERTY SECURITY INTEREST is made as of May 20, 2010 ("Effective Date") by Charlesbank Equity Fund VII, Limited Partnership as administrative agent and collateral agent (the "Agent") under that certain Junior Secured Super Priority Debtor in Possession Credit Agreement dated as of February 3, 2010 among TLC Vision (USA) Corporation, a Delaware corporation and a debtor and a debtor in possession ("Holdco"),

the Guarantors (as defined therein), and the various financial institutions and other entities party thereto as lenders.

WHEREAS, pursuant to the terms and conditions of that certain U.S. Intellectual Property Security Agreement by and among Holdco,

the "Grantors") and the Agent dated February 25, 2010 (the "U.S. IP Security Agreement"), the Grantors granted to Agent a security interest in all of such Grantor's right, title and interest in and to the following (the "IP Collateral");

- (i) the patents and patent applications set forth on Schedule I hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule II hereto, together with the goodwill symbolized thereby;
- (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;
- (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 IP Collateral of or arising from any of the foregoing;

WHEREAS, the Grantors and the Agent entered into the U.S. IP Security Agreement pursuant to the terms and conditions of that certain U.S. Security Agreement, dated February 25, 2010 (the "U.S. Security Agreement"), together with the U.S. IP Security

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the Guarantors (as defined therein), and the various financial institutions and other entities party thereto as lenders.

WHEREAS, pursuant to the terms and conditions of that certain U.S. Intellectual Property Security Agreement by and among Holdco,

the "Grantors") and the Agent dated February 25, 2010 (the "U.S. IP Security Agreement"), the Grantors granted to Agent a security interest in all of such Grantor's right, title and interest in and to the following (the "IP Collateral");

- (i) the patents and patent applications set forth on Schedule I hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule II hereto, together with the goodwill symbolized thereby;
- (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;
- (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 IP Collateral of or arising from any of the foregoing;

WHEREAS, the Grantors and the Agent entered into the U.S. IP Security Agreement pursuant to the terms and conditions of that certain U.S. Security Agreement, dated February 25, 2010 (the "U.S. Security Agreement"), together with the U.S. IP Security

Agreement, the "U.S. Security Agreements"), by and between the Grantors (as defined therein) and the Agent;

WHEREAS, the Grantors have requested, pursuant to Section 24 of the U.S. Security Agreement, that the Agent release the liens and security interests granted to it in the right, title and interest in and to the IP Collateral pursuant to the U.S. Security Agreements.

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

The Agent hereby forever and irrevocably terminates each of the U.S. Security Agreements, and hereby forever and irrevocably terminates, cancels, discharges and releases any and all security interests and liens in the IP Collateral.

The Agent, at Grantors' sole cost and expense, and without representation, warranty or recourse, shall promptly take all further actions, and provide to the Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Termination of U.S. Intellectual Property Security Interest.

The Agent hereby authorizes the Grantors and their agents and attorneys including, without limitation, Goodwin Procter LLP, to file any and all releases and discharges with respect to any and all security interests and liens filed and/or registered in respect of the IP Collateral against the Grantors by or in favor of the Agent as of the date hereof in connection with the U.S. Security Agreement and/or the U.S. IP Security Agreement.

This Termination of U.S. Intellectual Property Security Interest shall be governed by the laws of the State of New York.

[Signature Page follows]

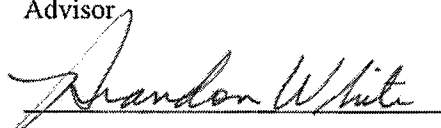
IN WITNESS WHEREOF, the Agent has caused this Termination of U.S. Intellectual Property Security Interest to be executed by its duly authorized representative as of the Effective Date.


AGENT:

CHARLESBANK EQUITY FUND VII, LIMITED
PARTNERSHIP,
a Massachusetts limited partnership

By: Charlesbank Equity Fund VII GP,
Limited Partnership
Its: General Partner

By: Charlesbank Capital Partners LLC
Its: Advisor

By: 
Name: _____
Title: _____

By: 
Name: _____
Title: _____

[Signature Page to U.S. IP Security Termination]

SCHEDULE I

PATENTS

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

SCHEDULE II

TRADEMARKS

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

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
REDACTED						
TLC Vision (USA) Corporation	LASIK SELECT	3,184,950	12/12/2006	United States	09/07/2005	REGISTERED
REDACTED						

Owner Name	Trademark	Registration No./ Application No.	Registration Date	Country	Filing Date	Status
TLC Vision (USA) Corporation	MISCELLANEOUS DESIGN (LASER)	2,152,607	04/21/1998	United States	06/30/1997	REGISTERED
REDACTED						

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

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

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

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

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

REDACTED