FORM PTO-1594 (Rev. 6-93)	09-21	-1999	EET	U.S. DEPARTMENT Patent and	OF COMMERCE Trademark Office	
OMB No. 0651-0011 (exp. 4/94)						
Tab settings □ □ □ ▼	,		<u> </u>	V	▼	
To the Honorable Commissioner of Pa	ateni. 10114:			documents or copy	rnereof.	
Name of conveying party(ies):		2. Name and address of receiving party(ies)				
Derma Sciences, Inc.		Name:	Name:Galen Partners III, L. P.			
MKO 9-17-99 ☐ Individual(s) ☐ Ass. ☐ General Partnership ☐ Limi XX Corporation-State of Pennsylvania ☐ Other Additional name(s) of conveying party(ies) attached.	Internal Address:					
3. Nature of conveyance:	XXI Limited Partnership <u>Delaware</u>					
☐ Assignment						
x⊠ Security Agreement ☐ Other	If assignee is not d	Other If assignee is not domiciled in the United States, a domestic representative designation				
Execution Date:August 16, 199	is attached: ☐ Yes ☐ No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?XX Yes ☐ No					
Application number(s) or patent num				Con Sainte		
A. Trademark Application No.(s) 75–630792 75–627575 75–360455 75–360453 75–360452 75–360450 75–344533 75–344529 75–344528	75–360454 75–360430 75–342556	2256073 2235336 1857157	mark Registrati 2243778 2162527 1828019	ion No.(s) 2243776 1991803 1763594	1695738	
	Additional numbers a	ttached? D Yes 🙀	No			
Name and address of party to whom concerning document should be main thelen Reid &	iled:		nber of applications involved:	tions and	22	
Name:		7. Total fee	(37 CFR 3.41)	\$ <u>465.</u> (00	
Internal Address: Paul J. Sutton		XXI Enclosed				
		☐ Autho	orized to be cha	arged to deposit a	ccount	
Street Address: 40 West 57th S	treet		e any addition account numbe	al charges, plea er:	se charge	
City: New York State:	NY ZIP: 10019	18-08	305 Thelen Rei	ld & Priest LLP		
Telephone No. 212-603-2578			plicate copy of this	s page if paying by dep	posit account)	
72071999 DNGUYEN 00000288 180805 75630796	DO NOT U	ISE THIS SPACE		. <u> </u>		
FC:481 40.00 0P FC:482 100.00 CH 425.00 0P 9. Statement and signature. To the best of my knowledge and b the original document.	elief, the foregoing infor	matien is trute an	d correct and a			
Paul J. Sutton		Signature		Septen	nber 13, 1999 Date	
Name of Person Signing	otal number of pages including	Signature ng cover sheet, attach	hments, and docu	ment: 6	Pale	
Mail documents to be recorded with required cover sheet information to:						

RE: 10 Trademark Registrations

12 Trademark Applications

2. Name and Address of receiving parties:

Galen Partners International III, L. P. 610 Fifth Avenue New York, New York 10020

Galen Employee Fund III, L. P. 610 Fifth Avenue New York, New York 10020

Hambrecht & Quist California, LLC One Bush Street San Francisco, California 94104

Med-Tec Investors, LLC 777 Alexander Road Princeton, New Jersey 08540

CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (TRADEMARK)

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (TRADEMARK) ("Conditional Assignment"), dated August 16, 1999, is made by Derma Sciences, Inc., a Pennsylvania corporation with offices located at 214 Carnegie Center, Suite 100, Princeton, New Jersey ("Derma Sciences" or "Grantor"), in favor of Galen Partners III, L.P., a Delaware limited partnership with offices at 610 Fifth Avenue, New York, New York 10020, Galen Partners International III, L.P., a Delaware limited partnership with offices at 610 Fifth Avenue, New York, New York 10020, Galen Employee Fund III, L.P., a Delaware limited partnership with offices at 610 Fifth Avenue, New York, New York 10020, Hambrecht & Quist California, LLC, a California limited liability company with offices at One Bush Street, San Francisco, California 94104, and Med-Tec Investors, LLC, a New Jersey limited liability company with offices at 777 Alexander Road, Princeton, New Jersey 08540 (collectively, the "Secured Parties").

WHEREAS, the Secured Parties have agreed to purchase from Derma Sciences those certain convertible bonds due August 15, 2000 in the aggregate principal amount of \$800,000 ("Convertible Bonds"); and

WHEREAS, in order to secure payment of interest and principal on the Convertible Bonds the Grantor, its corporate affiliates and the Secured Parties have entered into that certain security agreement of even date herewith ("Security Agreement");

NOW, THEREFORE, in consideration of the purchase of the Convertible Bonds by the Secured Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor hereby makes this Conditional Assignment upon the terms hereinafter set forth:

- 1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided in the Convertible Bonds and the Security Agreement.
- 2. Conditional Assignment and Grant of Security Interest. The Grantor hereby: pledges, grants a continuing security interest in and a right of setoff against, and assigns, transfers and conveys to the Secured Parties, effective upon demand made upon the occurrence and during the continuance of an Event of Default, the trademarks (including, without limitation, those items listed on Schedule A hereto), together with all goodwill pertaining thereto.

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- 3. Purpose. This Conditional Assignment has been executed and delivered by the Grantor for the purpose of registering the conditional assignment and grant of security interest with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.
- 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the trademarks granted hereby are more fully set forth in the Security Agreement the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein

IN WITNESS WHEREOF, the Grantor has caused this Conditional Assignment to be duly executed and delivered by its Vice President and Chief Financial Officer thereunto duly authorized as of the day and year first above written.

DERMA SCIENCES, INC.

By: Staple T. Hels Stephen TWills, CPA, MST

Vice President and Chief Financial Officer

SCHEDULE A

CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (TRADEMARK)

Dated as of August 16, 1999

Mark	Registration Number (Serial Number)	Registration Date (Filing Date)
NUTRA SHIELD (and all goodwill pertaining thereto) NUTRAWASH (and all goodwill pertaining thereto) DERMA SITE (and all goodwill pertaining thereto) S.T.A.G.E.S. (and all goodwill pertaining thereto) S.T.A.G.E.S. (and all goodwill pertaining thereto) DERMAGRAN II (and all goodwill pertaining thereto) DERMAGRAN (and all goodwill pertaining thereto) NEA (and all goodwill pertaining thereto) NUTRAFILL (and all goodwill pertaining thereto) NUTRAFILL (and all goodwill pertaining thereto) NUTRAVUE (and all goodwill pertaining thereto) NUTRACOL (and all goodwill pertaining thereto) NUTRACOL (and all goodwill pertaining thereto) NUTRASORB (and all goodwill pertaining thereto) NUTRACLEANSE (and all goodwill pertaining thereto) NUTRACREAM (and all goodwill pertaining thereto)	2256073 2243778 2243776 2235336 2162527 1991803 1857157 1828019 1763594 1695738 (75-630792) (75-627575) (75-360455) (75-360454) (75-360453) (75-360450) (75-360430) (75-344533) (75-344533) (75-344529)	June 22, 1999 May 4, 1999 May 4, 1999 March 23, 1999 June 2, 1998 August 8, 1996 October 4, 1994 March 29, 1994 April 6, 1993 June 23, 1992 (January 25, 1999) (January 25, 1999) (September 22, 1997) (August 21, 1997)
DERMASOOTHE (and all goodwill pertaining thereto) DERMASTAT (and all goodwill pertaining thereto)	(75-344528) (75-342556)	(August 21, 1997) (August 18, 1997)

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CORPORATE ACKNOWLEGMENT

STATE OF NEW JERSEY:

: SS

COUNTY OF MERCER:

On the 16th day of August, 1999, before me <u>Hydra I wills</u>, the undersigned officer, personally appeared Stephen T. Wills, to me personally known to be the Vice President and Chief Financial Officer of Derma Sciences, Inc., a Pennsylvania corporation, who, being duly sworn, did depose and say that he executed and delivered the foregoing instrument, having previously been thereunto duly authorized, and that said instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

[NOTARIAL SEAL]

RECORDED: 09/17/1999

Janet R. Schneider NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JULY 31, 2000

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