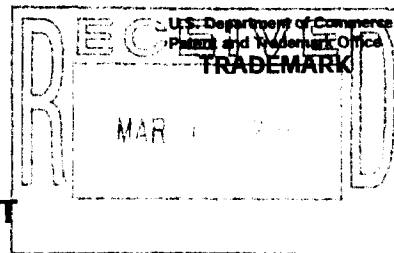


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-07-2000



101309009



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID #
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☐ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger** ☐ **Change of Name**
- ☒ **Other**
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☒ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

Receiving Party

☒ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- ☐ **Individual** ☐ **General Partnership** ☒ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/07/2000 JSN00022 00000019 75630972

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
525.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002045 FRAME: 0189

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(415) 371-1200

Name

Mary A. Francis, Esq.

Address (line 1)

Thelen Reid & Priest LLP

Address (line 2)

101 Second Street

Address (line 3)

Suite 1800

Address (line 4)

San Francisco, CA 94105-3601

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75630972

75360454

75360430

2256073

2235336

1857157

75627575

75360453

75344533

2243778

2162527

1828019

75360455

75360450

75344529

2243776

1991803

1763594

Number of Properties

Enter the total number of properties involved.

#

22

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

565.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-0918

Authorization to charge additional fees:

Yes



No



Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mary A. Francis, Esq.

Name of Person Signing

Signature

Feb. 29, 2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☒ Mark if additional names of receiving parties attached

Name

Galen Partners International III, L.P.

DBA/AKA/TA

Composed of

Address (line 1)

610 Fifth Avenue

Address (line 2)

Address (line 3)

New York

NY/U.S.A.

10020

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☒ Limited Partnership

☐ Corporation ☐ Association

☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

☒ Citizenship/State of Incorporation/Organization

Delaware

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75344528

Registration Number(s)

1695738

2300477

2300512

TRADEMARK

REEL: 002045 FRAME: 0191

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☒ Mark if additional names of receiving parties attached

Name

Galen Employee Fund III, L.P.

DBA/AKA/TA

Composed of

Address (line 1)

610 Fifth Avenue

Address (line 2)

Address (line 3)

New York

City

NY/U.S.A.

State/Country

10020

Zip Code

☐ Individual ☐ General Partnership ☒ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

Med-Tec Investors, LLC

DBA/AKA/TA

Composed of

Address (line 1)

777 Alexander Road

Address (line 2)

Address (line 3)

Princeton

City

NJ/U.S.A.

State/Country

08540

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other Limited Liability Company

☒ Citizenship/State of Incorporation/Organization

New Jersey

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**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 December ~~22~~, 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 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 December 31, 2000 in the aggregate principal amount of up to \$750,000 ("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.

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: Stephen T. Wills
Stephen T. Wills, CPA, MST
Vice President and Chief Financial Officer

SCHEDULE A

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

Mark	Registration Number (Serial Number)	Registration Date (Filing Date)
NUTRA SHIELD (and all goodwill pertaining thereto)	2256073	June 22, 1999
NUTRASTAT (and all goodwill pertaining thereto)	2243778	May 4, 1999
NUTRAWASH (and all goodwill pertaining thereto)	2243776	May 4, 1999
DERMA SITE (and all goodwill pertaining thereto)	2235336	March 23, 1999
S.T.A.G.E.S. (and all goodwill pertaining thereto)	2162527	June 2, 1998
TRI-ZINC (and all goodwill pertaining thereto)	1991803	August 8, 1996
DERMAGRAN II (and all goodwill pertaining thereto)	1857157	October 4, 1994
DERMAGRAN (and all goodwill pertaining thereto)	1828019	March 29, 1994
DERMAGRAN (and all goodwill pertaining thereto)	1763594	April 6, 1993
DERMAGRAN (and all goodwill pertaining thereto)	1695738	June 23, 1992
DERMASTAT (and all goodwill pertaining thereto)	2300477	December 14, 1999
NUTRACOL (and all goodwill pertaining thereto)	2300512	December 14, 1999
NEA (and all goodwill pertaining thereto)	(75-630792)	(January 25, 1999)
NUTRAFILL (and all goodwill pertaining thereto)	(75-627575)	(January 25, 1999)
NUTRAFOAM (and all goodwill pertaining thereto)	(75-360455)	(September 22, 1997)
NUTRAFILL (and all goodwill pertaining thereto)	(75-360454)	(September 22, 1997)
NUTRAVUE (and all goodwill pertaining thereto)	(75-360453)	(September 22, 1997)
NUTRADRESS (and all goodwill pertaining thereto)	(75-360450)	(September 22, 1997)
NUTRASORB (and all goodwill pertaining thereto)	(75-360430)	(September 22, 1997)
NUTRACLEANSE (and all goodwill pertaining thereto)	(75-344533)	(August 21, 1997)
NUTRACREAM (and all goodwill pertaining thereto)	(75-344529)	(August 21, 1997)
DERMASOOTHE (and all goodwill pertaining thereto)	(75-344528)	(August 21, 1997)