

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Galen Partners III, L.P. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State Delaware [ ] Other Additional name(s) of conveying party(ies) attached? [x] Yes [ ] No

2. Name and address of receiving party(ies) Name: Derma Sciences, Inc. Internal Address: Street Address: 214 Carnegie Center, Suite 100 City: Princeton State: NJ Zip: [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Pennsylvania [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [x] Other Release of Conditional Assignment of and Security Agreement dated 08/16/1999 Execution Date: May 13, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/630,792 75/360,455 75/360,454 75/360,453 75/360,450 75/360,430 Additional number(s) attached [x] Yes [ ] No

B. Trademark Registration No.(s) 2,256,073 2,243,778 2,243,776 2,235,336 2,162,527 1,991,803

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James H. Marsh, Jr. Internal Address: Stinson Morrison Hecker LLP Street Address: 1201 Walnut, Suite 2800 City: Kansas City State: Missouri Zip: 64106-2150

6. Total number of applications and registrations involved: 22 7. Total fee (37 CFR 3.41) \$ 565.00 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 19-4409 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. James H. Marsh, Jr. Signature Date 01/10/03

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

**Continuation Page Containing Additional Conveying Parties**

1. Name of conveying party(ies):  
**Galen Partners International III, L.P.**  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

1. Name of conveying party(ies):  
**Galen Employee Fund III, L.P.**  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

1. Name of conveying party(ies):  
**Hambrecht & Quist California, LLC**  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State \_\_\_\_\_  
 Other California, Limited Liability Company

1. Name of conveying party(ies):  
**Med-Tec Investors, LLC**  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State \_\_\_\_\_  
 Other New Jersey, Limited Liability Company  
 Additional name(s) of conveying party(ies) attached?  Yes  No

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s) 75/344,533    75/344,529    75/344,528	B. Trademark Registration No.(s) 1,857,157    1,828,019    1,763,594 1,695,738    2,381,870    2,300,512 2,300,477
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**RELEASE OF CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS  
(DERMA SCIENCES, INC. - TRADEMARK)**

**THIS RELEASE OF CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (DERMA SCIENCES, INC. - TRADEMARK)** ("Release of Conditional Assignment"), dated May , 2002, consisting of this page, five signature pages and Schedule A, is made in favor of Derma Sciences, Inc., a Pennsylvania corporation with offices located at 214 Carnegie Center, Suite 100, Princeton, New Jersey ("Derma Sciences") by 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 previously purchased from Derma Sciences those certain convertible bonds due August 15, 2000 in the aggregate principal amount of \$800,000 ("Convertible Bonds");

WHEREAS, in order to secure payment of interest and principal on the Convertible Bonds, Derma Sciences, by instrument dated August 16, 1999 (the "Conditional Assignment") made a conditional assignment of, and granted a security interest in, its trademark rights including rights in those trademarks set forth in Schedule A hereto (collectively, the "Trademarks"); and

WHEREAS, the Convertible Bonds and all other indebtedness of Derma Sciences to the Secured Parties (collectively, the "Indebtedness") have been satisfied;

NOW, THEREFORE, in consideration of the satisfaction of the Indebtedness and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Secured Parties, the Secured Parties make this Release of Conditional Assignment as hereinafter set forth:

**1. Release of Conditional Assignment.** The Secured Parties hereby release in favor of Derma Sciences the pledge and security interest in the Trademarks granted to them under the Conditional Assignment.

**2. Purpose.** This Release of Conditional Assignment has been executed and delivered by the Secured Parties for the purpose of registering same with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Med-Tec Investors, LLC has caused this Release of Conditional Assignment (Derma Sciences, Inc. – Trademark) to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

MED-TEC INVESTORS, LLC

By: Stephen T. Wills  
Stephen T. Wills, CPA, MST  
Managing Member

ACKNOWLEDGMENT

STATE OF NEW JERSEY:

: ss

COUNTY OF MERCER:

On the 31<sup>st</sup> day of May, 2002, before me Stephen T. Wills, the undersigned officer, personally appeared Stephen T. Wills, CPA, MST, to me personally known to be the Managing Member of Med-Tec Investors, LLC, a New Jersey limited liability company, 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 company.

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

Marcus Molino  
Notary Public

Marcus Molino  
Notary Public of New Jersey  
My Commission Expires Jan. 30, 05

[NOTARIAL SEAL]

IN WITNESS WHEREOF, Galen Partners III, L.P. has caused this Release of Conditional Assignment (Derma Sciences, Inc. - Trademark) to be duly executed and delivered by Claudius, L.L.C., its General Partner, by its Senior Managing Member thereunto duly authorized as of the day and year first above written.

GALEN PARTNERS III, L.P.

By: Claudius, L.L.C.  
Its General Partner

By: Bruce F. Wesson  
Bruce F. Wesson  
Senior Managing Member

ACKNOWLEDGMENT

STATE OF NEW YORK:

: ss

BOROUGH OF MANHATTEN:

On the <sup>th</sup>13 day of May, 2002, before me Paula G. Semelmacher, the undersigned officer, personally appeared Bruce F. Wesson, to me personally known to be the Senior Managing Member of Claudius, L.L.C., 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 company.

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

Paula G. Semelmacher  
Notary Public

PAULA G. SEMELMACHER  
Notary Public, State of New York  
No. 01SE6004120  
Qualified in Nassau County  
Commission Expires March 16, 2006

[NOTARIAL SEAL]

IN WITNESS WHEREOF, Galen Partners International III, L.P. has caused this Release of Conditional Assignment (Derma Sciences, Inc. - Trademark) to be duly executed and delivered by Claudius, L.L.C., its General Partner, by its Senior Managing Member thereunto duly authorized as of the day and year first above written.

GALEN PARTNERS INTERNATIONAL III, L.P.

By: Claudius, L.L.C.  
Its General Partner

By: Bruce F. Wesson  
Bruce F. Wesson  
Senior Managing Member

**ACKNOWLEDGMENT**

STATE OF NEW YORK:

: ss

BOROUGH OF MANHATTEN:

On the 13<sup>th</sup> day of May, 2002, before me Paula G. Semelmacher, the undersigned officer, personally appeared Bruce F. Wesson, to me personally known to be the Senior Managing Member of Claudius, L.L.C., 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 company.

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

Paula G. Semelmacher  
Notary Public

PAULA G. SEMELMACHER  
Notary Public, State of New York  
No. 01SE6004120  
Qualified in Nassau County  
Commission Expires March 16, 2006

[NOTARIAL SEAL]

IN WITNESS WHEREOF, Galen Employee Fund III, L.P. has caused this Release of Conditional Assignment (Derma Sciences, Inc. - Trademark) to be duly executed and delivered by Wesson Enterprises, Inc., its General Partner, by its President thereunto duly authorized as of the day and year first above written.

GALEN EMPLOYEE III, L.P.

By: Wesson Enterprises, Inc.  
Its General Partner

By: Bruce F. Wesson  
Bruce F. Wesson  
President

ACKNOWLEDGMENT

STATE OF NEW YORK:

: ss

BOROUGH OF MANHATTEN:

On the <sup>th</sup>13 day of May, 2002, before me Paula G. Semelmacher, the undersigned officer, personally appeared Bruce F. Wesson, to me personally known to be the President of Wesson Enterprises, Inc., 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 company.

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

Paula G. Semelmacher  
Notary Public

PAULA G. SEMELMACHER  
Notary Public, State of New York  
No. 01SE6004120  
Qualified in Nassau County  
Commission Expires March 16, 2006

[NOTARIAL SEAL]

IN WITNESS WHEREOF, Hambrecht & Quist California, LLC has caused this Release of Conditional Assignment (Derma Sciences, Inc. - Trademark) to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

HAMBRECHT & QUIST CALIFORNIA.

By: Thomas Szymoniak  
Thomas Szymoniak  
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF CALIFORNIA:

: ss

BOROUGH OF San Francisco

On the 14<sup>th</sup> day of May, 2002, before me Shannon Horton, the undersigned officer, personally appeared Thomas Szymoniak, to me personally known to be the Attorney-in-Fact for Hambrecht & Quist California, 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 company.

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



Shannon Horton  
Notary Public

[NOTARIAL SEAL]



**SCHEDULE A**

**RELEASE OF CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS  
(DERMA SCIENCES, INC. - TRADEMARK)**

<b>Mark</b>	<b>Registration Number (Serial Number)</b>	<b>Registration Date (Filing Date)</b>
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
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)
NUTRACOL (and all goodwill pertaining thereto)	(75-360452)	(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)
DERMASTAT (and all goodwill pertaining thereto)	(75-342556)	(August 18, 1997)