

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Haemacure Corporation		06/01/2009	CORPORATION: CANADA
Haemacure Corporation		06/01/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Angiotech Pharmaceuticals, Inc.
Street Address:	1618 Station Street
City:	Vancouver, British Columbia
State/Country:	CANADA
Postal Code:	V6A 1B6
Entity Type:	CORPORATION: BRITISH COLUMBIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	77698537	HEMASEEL
Serial Number:	78712086	HEMASEEL

**CORRESPONDENCE DATA**

Fax Number: (415)393-9887  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415.954.0200  
 Email: trademark@ssd.com  
 Correspondent Name: Francesca E. Crisera, Esq.  
 Address Line 1: Squire, Sanders & Dempsey L.L.P.  
 Address Line 2: One Maritime Plaza, Suite 300  
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	104022.00002
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**DOMESTIC REPRESENTATIVE**

CH \$65.00 77698537

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Francesca E. Crisera
Signature:	/francesca crisera/
Date:	06/01/2009

Total Attachments: 11  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

**THIS PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 1, 2009, by and between HAEMACURE CORPORATION (herein, "Haemacure", "Borrower" and a "Grantor"), a corporation duly incorporated under the Canada Business Corporations Act, and HAEMACURE CORPORATION (herein, "US Sub" and a "Grantor"), a Delaware corporation, in favor of ANGIOTECH PHARMACEUTICALS, INC. (herein, "Angiotech"), a corporation duly incorporated under the laws of the Province of British Columbia, as secured party.

### RECITALS

A. The Borrower has entered into a Senior Secured Convertible Bridge Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Angiotech, pursuant to which Angiotech has agreed to make loans to Borrower and/or its affiliates, including US Sub (herein, collectively with Borrower, "Grantors").

B. US Sub has guaranteed the obligations of the Borrower under the Credit Agreement pursuant to a Continuing, Absolute and Unconditional Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") in favor of Angiotech.

C. The Borrower has entered into a Deed of Hypothec and the Borrower and US Sub have entered into a Security Agreement each dated as of the date hereof (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Angiotech pursuant to which certain obligations owed to Angiotech are secured.

D. Pursuant to the Security Agreement, the Grantors are required to execute and deliver to Angiotech this Agreement.

E. Pursuant to the terms of the Security Agreement, Grantors have granted to Angiotech a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor hereby:

(1) Grants to Angiotech a continuing security interest in all of such Grantor's respective right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(a) (i) all domestic and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, domestic and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof (“Trademarks”), including, without limitation, the trademarks and trademark applications listed in Schedule 1; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor; and (iv) the rights of each such Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income (items (i) through (iv) of this subpart being herein collectively referred to as the “Trademark Collateral”).

(b) (i) all United States and foreign utility and design patents, together with any extensions, reexaminations and reissues of such patents, patents of addition, patent applications, divisions, continuations, continuations-in-part, and all subsequent filings in any country or jurisdiction claiming priority therefrom (the “Patents”), including, without limitation, the patents and patent applications listed in Schedule 2; (ii) all inventions, improvements and designs described and claimed in any Patent and the right to make, use, sell and advertise for sale the same; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor; and (iv) the rights of such Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income (items (i) through (iv) of this subpart being herein collectively referred to as the “Patent Collateral”).

(2) Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Schedule 1 and all of the Patents listed in Schedule 2 and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks and Patents acquired by such Grantor after the date hereof.

(3) Covenants as follows:

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that Angiotech reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable Angiotech to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral or Patent Collateral.


(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral or Patent Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or Patent Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

This security interest is granted in conjunction with the security interests granted to Angiotech pursuant to the Security Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of Angiotech with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. This Agreement may be executed in counterparts.

[Signatures on Next Page]


The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HAEMACURE CORPORATION, a Canadian  
corporation

By:   
Gilles Lemieux  
Secretary

“BORROWER” and a “GRANTOR”

HAEMACURE CORPORATION, a Delaware  
corporation

By:   
Gilles Lemieux  
Secretary

“US SUB” and a “GRANTOR”

Acknowledged:

ANGIOTECH PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
K. Thomas Bailey  
Chief Financial Officer

“SECURED PARTY”

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HAEMACURE CORPORATION, a Canadian  
corporation

By: \_\_\_\_\_  
Gilles Lemieux  
Secretary

“BORROWER” and a “GRANTOR”

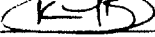
HAEMACURE CORPORATION, a Delaware  
corporation

By: \_\_\_\_\_  
Gilles Lemieux  
Secretary

“US SUB” and a “GRANTOR”

Acknowledged:

ANGIOTECH PHARMACEUTICALS, INC.

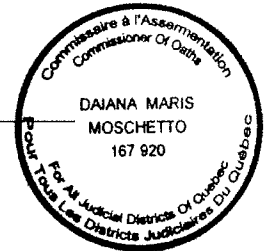
By:  \_\_\_\_\_  
K. Thomas Bailey  
Chief Financial Officer

“SECURED PARTY”

PROVINCE OF QUÉBEC )  
 ) ss

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 2009, by Gilles Lemieux, as Secretary of Haemacure Corporation, a Canadian corporation, on behalf of the corporation. He is personally know to me or produced Driver's Lic # L5204-211053-03 as identification.

Daiana M. Moschetto  
Notary Public



NOTARY SEAL

PROVINCE OF QUÉBEC )  
 ) ss

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 2009, by Gilles Lemieux, as Secretary of Haemacure Corporation, a Delaware corporation, on behalf of the corporation. He is personally know to me or produced Driver's Lic # L5204-211053-03 as identification.

Daiana M. Moschetto  
Notary Public



NOTARY SEAL

PROVINCE OF BRITISH COLUMBIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2009, by K. Thomas Bailey, as Chief Financial Officer of Angiotech Pharmaceuticals, Inc., a British Columbia corporation, on behalf of the corporation. He is personally know to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

NOTARY SEAL



PROVINCE OF QUÉBEC )  
 ) ss

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2009, by Gilles Lemieux, as Secretary of Haemacure Corporation, a Canadian corporation, on behalf of the corporation. He is personally know to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

NOTARY SEAL

PROVINCE OF QUÉBEC )  
 ) ss

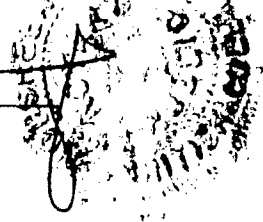
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2009, by Gilles Lemieux, as Secretary of Haemacure Corporation, a Delaware corporation, on behalf of the corporation. He is personally know to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

NOTARY SEAL

PROVINCE OF BRITISH COLUMBIA )  
 ) ss  
CITY )  
COUNTY OF VANCOUVER )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of MAY, 2009, by K. Thomas Bailey, as Chief Financial Officer of Angiotech Pharmaceuticals, Inc., a British Columbia corporation, on behalf of the corporation. He is personally know to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public 

NOTARY SEAL

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
HEMASEEL	USA	77/698,537	n/a	3/25/2009	n/a
HEMASEEL	USA	78/712,086	n/a	9/13/2005	n/a
COTHILYNE	CANADA	436979	TMA245904	3/14/1979	5/30/1980
POUR COLLER, SCHELLER ET GUERIR	CANADA	815976	TMA480580	6/25/1996	8/14/1997
TO CLUE, SEAL AND HEAL	CANADA	815740	TMA480394	6/20/1996	8/13/1997
HEMASEEL	CANADA	678430	TMA400324	3/25/1991	7/17/1992
HEMASEEL VET	CANADA	761545	TMA446272	5/31/1994	8/18/1995
HEMASEEL	EUROPEAN UNION (CTM)	665984	665984	10/30/1997	1/13/1999

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents**

TITLE	COUNTRY/ APPLICATION NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
Biocompatible Surgical Implant	US 08/186,590	01/26/94	5,630,842	05/20/97
	CANADA 2,141,063	07/27/93	2,141,063	12/06/05
Process for the Obtention of a Biological Adhesive made of Concentrated Coagulation Factors by Acidic Precipitation	US 08/021,212	02/23/93	5,290,918	03/01/94
	CANADA 2,113,663	01/18/94	2,113,663	06/28/05
Process for the Obtention of a Biological Adhesive made of Concentrated Coagulation Factor by "salting out"	US 08/021,302	02/23/93	5,395,923	03/07/95
	CANADA 2,113,660	01/18/94	2,113,660	05/16/00
Process for the Obtention of a Biological Adhesive Comprising Fibrinogen, Factor XIII and Fibronectin	PCT CA94/00105	02/28/94		
	EUROPE 94908221.8	02/28/94	0,748,337	06/30/99
	AUSTRALIA 61515/94	02/28/94	678,439	04/01/98
	NORWAY 963602	02/28/94	317699	12/06/04
	JAPAN 7-522035	02/28/94	3492694	11/14/03
Therapeutic Grade Thrombin Production and Products	US 08/309,583	09/21/94	5,506,127	04/09/96
	PCT CA95/00541	09/21/95		
	EUROPE 95931863.5	09/21/95	0 782 616	01/11/06

TITLE	COUNTRY/ APPLICATION NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
	JAPAN 8-510483	09/21/95	3628703	12/17/04
	AUSTRALIA 35151/95	09/21/95	711,298	08/18/99
	NORWAY 971104	09/21/95		
	RUSSIA 97106349	09/21/95	2144081	
Process/Fibrin Glue Production	US 08/960,660	10/30/97	5,981,254	11/09/99
	PCT CA98/01008	10/29/98		
	INDIA 1927CAL98	10/29/98	185759	11/23/01
	EUROPE 98951133.2	10/29/98	1 027 371	09/21/05
	AUSTRALIA 97316/98	10/29/98	759145	07/11/03
	CANADA 2,307,380	10/29/98		
	ISRAEL 135812	10/29/98	135812	12/21/07
	JAPAN 2000-518981	10/29/98	4278861	03/19/09
	NORWAY 20002293	10/29/98		
	NEW ZEALAND 504246	10/29/98	504246	01/07/03
	POLAND P 340300	10/29/98	194589	09/28/07
	RUSSIA 2000113224	10/29/98	2236237	09/20/04
Fibrin Sealants or Adhesives Comprising a Hyaluronic Acid Derivative Material	CANADA 2308462	11/17/98		
Fibrin Sealants or Adhesives Comprising a Hyaluronic Acid Derivative Material	EUROPEAN 98963761.6	11/17/98		
Fibrin Sealants or Adhesives Comprising a Hyaluronic Acid Derivative Material	NORWAY P2000 2357	11/17/98	326601	1/19/09
Fibrin Sealants or Adhesives	USA-00 09/554745	8/14/00	6503527	1/7/03

TITLE	COUNTRY/ APPLICATION NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
Comprising a Hyaluronic Acid Derivative Material				
Fibrin Sealants or Adhesives Comprising a Hyaluronic Acid Derivative Material	USA-01 10/336936	1/6/03	6699484	3/2/04
Spray Head for Applying a Multi- Component Mixture	CANADA 2415834	7/17/01		
Spray Head for Applying a Multi- Component Mixture	EUROPEAN 01958991.0	7/17/01		
Spray Head for Applying a Multi- Component Mixture	USA 10/333,169 (Publication No. 2003/0209612)	3/20/03		

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TAMPA/103441.4

RECORDED: 06/01/2009

TRADEMARK  
REEL: 003997 FRAME: 0105