

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
OraPharma, Inc.		12/28/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3814408	ACE
Registration Number:	3814410	ACE
Registration Number:	3634007	
Registration Number:	3783506	ADVANCING ORAL HEALTH...IMPROVING OVERALL HEALTH
Registration Number:	2601899	ARESTIN
Registration Number:	3642165	
Registration Number:	3822407	MY PERSONAL STANDARD OF CARE
Registration Number:	3828798	MY PERSONAL STANDARD OF CARE
Registration Number:	3768299	MYARESTIN.COM
Registration Number:	3768298	MYARESTIN.COM
Registration Number:	2550773	
Registration Number:	3101024	ORAPHARMA, INC.

CORRESPONDENCE DATA

900180965

**TRADEMARK
 REEL: 004450 FRAME: 0596**

CH \$315.00 3814408

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0570
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	01/11/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 28, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the OraPharma Holdings, Inc. (the "Borrower"), the other Credit Parties, GE Capital, as Agent, and the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement, this Trademark Security Agreement shall terminate and the Trademark Collateral shall be released from the Lien created hereby. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark subject to a security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken

together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

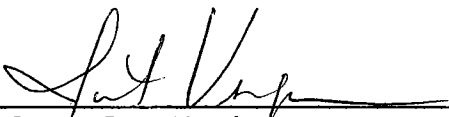
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ORAPHARMA, INC.

as Grantor

By: _____


Name: Janet Vergis

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:

Name: 

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Registration number	Registration Date
ACE	UNITED STATES OF AMERICA	3814408	7/6/2010
ACE (stylized)	UNITED STATES OF AMERICA	3814410	7/6/2010
ACE PINWHEEL DESIGN	UNITED STATES OF AMERICA	3634007	6/9/2009
ADVANCING ORAL HEALTH...IMPROVING OVERALL HEALTH	UNITED STATES OF AMERICA	3783506	5/4/2010
ARESTIN	UNITED STATES OF AMERICA	2601899	7/30/2002
ARESTIN PINWHEEL DESIGN	UNITED STATES OF AMERICA	3642165	6/23/2009
MY PERSONAL STANDARD OF CARE	UNITED STATES OF AMERICA	3822407	7/20/2010

Trademark	Country	Registration number	Registration Date
MY PERSONAL STANDARD OF CARE & LOGO	UNITED STATES OF AMERICA	3828798	8/3/2010
MYARESTIN.COM	UNITED STATES OF AMERICA	3768299	3/30/2010
MYARESTIN.COM (STYLIZED)	UNITED STATES OF AMERICA	3768298	3/30/2010
ORAPHARMA DESIGN	UNITED STATES OF AMERICA	2550773	3/19/2002
ORAPHARMA, INC.	UNITED STATES OF AMERICA	3101024	6/6/2006

2. TRADEMARK APPLICATIONS

[None]