

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Banner Pharmacaps Inc.		12/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1025614	BANNER
Registration Number:	1028393	BANNER
Registration Number:	2962023	BANNER
Registration Number:	1934884	BANNER PHARMACAPS
Registration Number:	3741165	CHEWELS
Registration Number:	3473607	ENTERICARE
Registration Number:	3740489	GELCAPS PRIMERO LA FAMILIA
Registration Number:	3876262	GELCAPS PRIMERO LA FAMILIA
Registration Number:	2994658	IDEAS ANSWERS LIFE
Registration Number:	3841990	LECIKELP
Registration Number:	1936602	
Registration Number:	2972571	
Registration Number:	2922700	
Registration Number:	3620876	SOFGELS

OP \$590.00 1025614

Registration Number:	2632304	SOFLET
Registration Number:	2616258	SOFLET
Registration Number:	2978111	SOFLET GELCAPS
Serial Number:	85762143	CHEWELS
Serial Number:	85605111	ECOCAPS
Serial Number:	85193085	LIQUISOFT
Serial Number:	77721772	PHARMACAPS
Serial Number:	85668102	SOLVATROL
Serial Number:	77904299	VERSATROL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-314-2392
 Email: david.adams@thomsonreuters.com
 Correspondent Name: James P. Murphy, Legal Assistant
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon & Reindel LLP
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy
Signature:	/david adams TR/
Date:	12/17/2012

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Banner Pharmacaps Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/14/2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Morgan Stanley Senior Funding, Inc., as

Street Address: Collateral Agent, 1300 Thames Street

City: Baltimore

State: MD

Country: USA Zip: 21231

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US - DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

SEE SCHEDULE I

B. Trademark Registration No.(s)

SEE SCHEDULE I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 60 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 314-2392

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James P. Murphy
Signature

JAMES P. MURPHY

Name of Person Signing

December 14, 2012

Date

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 14, 2012, (this “**Agreement**”), among Banner Pharmacaps Inc., a Delaware corporation (the “**Grantor**”) and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

Reference is made to (a) the US Security Agreement (the “**Security Agreement**”) dated as of December 14, 2012, among Patheon, Inc. (the “**Parent Borrower**”), Patheon Pharmaceuticals Inc. (the “**US Borrower**”), Patheon Puerto Rico, Inc. (the “**PR Borrower**”), the other Subsidiaries of Patheon Inc. named therein and Morgan Stanley Senior Funding, Inc., as Collateral Agent and (b) the Credit Agreement, dated as of December 14, 2012, among: (i) Parent Borrower, (ii) the US Borrower, the PR Borrower and Patheon UK Limited, a limited liability company incorporated in England (the “**UK Borrower**,” together with the US Borrower and the UK Borrower, the “**Subsidiary Borrowers**” and collectively with the Parent Borrower, and any Additional Borrowers from time to time party thereto, the “**Borrowers**”), (iii) the lenders from time to time party thereto (together with their successors and assigns, the “**Lenders**”), (iv) Morgan Stanley Senior Funding, Inc. as administrative agent (in such capacity, the “**Administrative Agent**”), Collateral Agent, Swing Line Lender and LC Issuer and (v) the other parties thereto (as the same may be amended, modified, supplemented, extended, refinanced, replaced or amended and restated from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit and the entry into and/or maintenance of one or more Designated Hedge Agreements by the Designated Hedge Creditors and Cash Management Agreements by Cash Management Banks are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce (x) the Lenders to extend such credit and (y) and the entry into and/or maintenance of one or more Designated Hedge Agreements by the Designated Hedge Creditors and Cash Management Agreements by Cash Management Banks. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other

source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

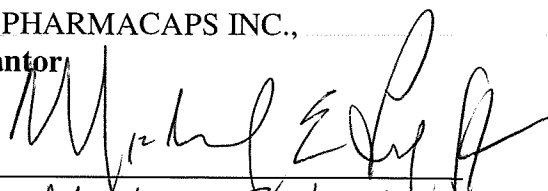
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

BANNER PHARMACAPS INC.,
as the Grantor

By: _____

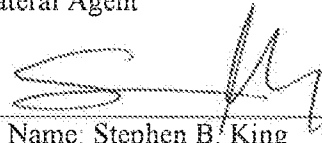

Name: Michael E. Hyatt
Title: President

[Signature Page to Short Form Trademark Agreement]

TRADEMARK
REEL: 004921 FRAME: 0011

MORGAN STANLEY SENIOR FUNDING,
INC.,
as Collateral Agent

By:

A handwritten signature in dark ink, appearing to read 'S B King', is written over a horizontal line.

Name: Stephen B. King
Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Registrations:

Owner	Registration Number	Trademark
Banner Pharmacaps Inc.	1,025,614	Banner – Class 5- T.M.
Banner Pharmacaps Inc.	1,028,393	Banner – T.M.
Banner Pharmacaps Inc.	2,962,023	Banner and Oval Design – 605 T.M.
Banner Pharmacaps Inc.	1,934,884	Banner Pharmacaps Inc. – T.M.
Banner Pharmacaps Inc.	3,741,165	Chewels
Banner Pharmacaps Inc.	3,473,607	Entericare
Banner Pharmacaps Inc.	3740489	Gelcaps Primero La Familia
Banner Pharmacaps Inc.	3876262	Gelcaps Primero La Familia & Design
Banner Pharmacaps Inc.	2,994,658	Ideas Answers Life
Banner Pharmacaps Inc.	3841990	Lecikelp
Banner Pharmacaps Inc.	1,936,602	Misc. Design – B-P Logo – T.M.
Banner Pharmacaps Inc.	2,972,571	Miscellaneous Design – Globe/Capsule – Class 5 – T.M.
Banner Pharmacaps Inc.	2,922,700	Miscellaneous Design – Oval with Figure Representation – 603 T.M.
Banner Pharmacaps Inc.	3,620,876	Sofgels & Design

Banner Pharmacaps Inc.	2,632,304	Soflet – Class 42 – T.M.
Banner Pharmacaps Inc.	2,616,258	Soflet – Class 5 – T.M.
Banner Pharmacaps Inc.	2,978,111	Soflet Gelcaps – Stylized – TM.

Applications:

Applicant	Application Number	Trademark
Banner Pharmacaps Inc.	85/762,143	Chewels
Banner Pharmacaps Inc.	85/605,111	Ecocaps
Banner Pharmacaps Inc.	85/193,085	Liquisoft
Banner Pharmacaps Inc.	77/721,772	Pharmacaps
Banner Pharmacaps Inc.	85/668,102	Solvatrol
Banner Pharmacaps Inc.	77/904,299	Versatrol