

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Banner Pharmacaps Inc.		03/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard, 6th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	1025614	BANNER	
Registration Number:	1028393	BANNER	
Registration Number:	1101917	LIQUIGEN	
Registration Number:	1934884	BANNER PHARMACAPS	
Registration Number:	1936602		
Registration Number:	2539776		
Registration Number:	2616258	SOFLET	
Registration Number:	2632304	SOFLET	
Registration Number:	2922700		
Registration Number:	2962023	BANNER	
Registration Number:	2972571		
Registration Number:	2978111	SOFLET GELCAPS	
Registration Number:	2994658	IDEAS ANSWERS LIFE	
Registration Number:	3473607	ENTERICARE	
Registration Number:	3620876	SOFGELS	
Registration Number:	3740489	GELCAPS PRIMERO LA FAMILIA	
Registration Number:	3741165	CHEWELS	
Registration Number:	3841990	LECIKELP	
Registration Number:	3876262	GELCAPS PRIMERO LA FAMILIA	
Registration Number:	4353739	CHEWELS	
TRADEMARK			

CH \$690.00 1025614

Property Type	Number	Word Mark
Serial Number:	85193085	LIQUISOFT
Serial Number:	85605111	ECOCAPS
Serial Number:	85668102	SOLVATROL
Serial Number:	85933857	BANNER LIFE SCIENCES
Serial Number:	86006722	PHARMACAPS
Serial Number:	86052582	ENTERICLEAR
Serial Number:	86006726	VERSATROL

CORRESPONDENCE DATA

Fax Number: 2123037064

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

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78442.00082
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/11/2014

Total Attachments: 6

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Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of March 11, 2014, (this “**Agreement**”), among Banner Pharmacaps Inc., a Delaware corporation (the “**Grantor**”) and UBS AG, STAMFORD BRANCH, 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 March 11, 2014, among Patheon Pharmaceuticals Inc. (“**PPUS**”), Banner Pharmacaps Inc. (“**Banner**”) and DPI Newco LLC (“**DPI**”, and together with PPUS and Banner, the “**US Borrowers**”), Patheon Puerto Rico, Inc. (the “**PR Borrower**”), the other Subsidiary Parties named therein and UBS AG, Stamford Branch, as Collateral Agent and (b) the Credit Agreement, dated as of March 11, 2014, among: (i) Parent Borrower, (ii) the US Borrowers, the PR Borrower, Patheon Inc. (the “**Canadian Borrower**”), DSM Fine Chemicals Austria Nfg GmbH & CoKG (the “**Austrian Borrower**”), and Patheon UK Limited (the “**UK Borrower**,” together with the US Borrowers, the PR Borrower, the Canadian Borrower and the Austrian 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) UBS AG, Stamford Branch as administrative agent (in such capacity, the “**Administrative Agent**”), Collateral Agent and Swing Line Lender 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 Borrowers 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 US Borrower, will derive substantial benefits from the extension of credit to the Borrowers 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.

SECTION 4. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of New York without regard to conflicts of law principles.


SECTION 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

SECTION 6. Jury Trial Waiver. THE GRANTOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

[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 Grantor

By: 
Name: Dean F. Wilson
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005234 FRAME: 0787

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director

By: Jennifer Anderson
Name: Jennifer Anderson
Title: Associate Director

Schedule I

United States Trademarks and Trademark Applications

Mark	Record Owner	Reg. No. App. No.
BANNER	Banner Pharmacaps Inc.	1,025,614
BANNER	Banner Pharmacaps Inc.	1,028,393
LIQUIGEN		1,101,917
BANNER PHARMACAPS	Banner Pharmacaps Inc.	1,934,884
[design]	Banner Pharmacaps Inc.	1,936,602
[design]	Banner Pharmacaps Inc.	2,539,776
SOFLET	Banner Pharmacaps Inc.	2,616,258
SOFLET	Banner Pharmacaps Inc.	2,632,304
[design]	Banner Pharmacaps Inc.	2,922,700
BANNER [words and design]	Banner Pharmacaps Inc.	2,962,023
[design]	Banner Pharmacaps Inc.	2,972,571
SOFLET GELCAPS	Banner Pharmacaps Inc.	2,978,111
IDEAS ANSWER LIFE	Banner Pharmacaps Inc.	2,994,658
ENTERICARE	Banner Pharmacaps Inc.	3,473,607
SOFGELS [words and design]	Banner Pharmacaps Inc.	3,620,876
GELCAPS PRIMERO LA FAMILIA	Banner Pharmacaps Inc.	3,740,489
CHEWELS	Banner Pharmacaps Inc.	3,741,165
LECIKELP	Banner Pharmacaps Inc.	3,841,990
GELCAPS PRIMERO LA FAMILIA [words and design]	Banner Pharmacaps Inc.	3,876,262
CHEWELS	Banner Pharmacaps Inc.	4,353,739
LIQUISOFT	Banner Pharmacaps Inc.	85/193,085
ECOCAPS	Banner Pharmacaps Inc.	85/605,111
SOLVATROL	Banner Pharmacaps Inc.	85/668,102
BANNER LIFE SCIENCES [words and design]	Banner Pharmacaps Inc.	85/933,857
PHARMACAPS	Banner Pharmacaps Inc.	86/006,722
VERSATROL	Banner Pharmacaps Inc.	86/006,726
ENTERICLEAR	Banner Pharmacaps Inc.	86/052,582

Schedule II
Canadian Trademarks

<u>Mark</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
Banner and Oval Design – 605CA T.M.	Banner Pharmacaps Inc.	709,731
Banner Pharmacaps – Canada – T.M.	Banner Pharmacaps Inc.	500,942
Chewels	Banner Pharmacaps Inc.	803,240
Entericare	Banner Pharmacaps Inc.	775,348
Miscellaneous Design – Oval with Figure Representation 603CA T.M.	Banner Pharmacaps Inc.	711,292
Sofgels and Design [Canada]	Banner Pharmacaps Inc.	777,118
Soflet – Class 5 and 42 – Canada – T.M.	Banner Pharmacaps Inc.	1,052,519
Soflet Gelcaps – Stylized – Canada – Class 5 and 42 – T.M.	Banner Pharmacaps Inc.	674,811
Banner Life Sciences & Design	Banner Pharmacaps Inc.	1631627
Entericlear	Banner Pharmacaps Inc.	1676101
Liquisoft	Banner Pharmacaps Inc.	1,347,672
Pharmacaps	Banner Pharmacaps Inc.	1,501,836