

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patheon Inc.		03/11/2014	a company with limited liability: CANADA
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: 7			
Property Type	Number	Word Mark	
Registration Number:	2467654	PATHEON	
Registration Number:	3704229	PATHEON	
Registration Number:	3776745	QUICK TO CLINIC	
Registration Number:	3789169	PERFORMANCE THE WORLD OVER	
Registration Number:	3789147	PATHEON ADVANTAGE	
Registration Number:	4347586	P-GELS	
Serial Number:	85383753	SOLUPATH	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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/		

CH \$190.00 2467654

DATE SIGNED:	03/11/2014
---------------------	------------

Total Attachments: 5

source=Calculus - IP Security Agreement (Patheon Inc - TM) (Executed)(108984794_1)#page1.tif

source=Calculus - IP Security Agreement (Patheon Inc - TM) (Executed)(108984794_1)#page2.tif

source=Calculus - IP Security Agreement (Patheon Inc - TM) (Executed)(108984794_1)#page3.tif

source=Calculus - IP Security Agreement (Patheon Inc - TM) (Executed)(108984794_1)#page4.tif

source=Calculus - IP Security Agreement (Patheon Inc - TM) (Executed)(108984794_1)#page5.tif

Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of March 11, 2014, (this “**Agreement**”), among Patheon Inc., a company with limited liability incorporated under the laws of Canada (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 Canadian 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.

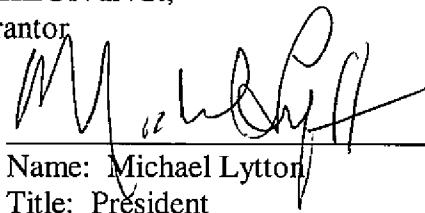
[Remainder of this page intentionally left blank]

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

PATHEON INC.,

as Grantor

By:



Name: Michael Lytton

Title: President

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.
PATHEON	Patheon, Inc.	2,467,654
PATHEON	Patheon, Inc.	3,704,229
QUICK TO CLINIC	Patheon, Inc.	3,776,745
PATHEON ADVANTAGE	Patheon, Inc.	3,789,147
PERFORMANCE THE WORLD OVER	Patheon, Inc.	3,789,169
P-GELS	Patheon, Inc.	4,347,586
SOLUPATH	Patheon, Inc.	85/383,753

073310-0004-14767-Active.15451402.3