

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM302476

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morgan Stanley Senior Funding, Inc.		03/11/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Patheon Inc.		
<b>Street Address:</b>	2100 Syntex Court		
<b>City:</b>	Mississauga, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L5N 7K9		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85383753	SOLUPATH	
<b>Registration Number:</b>	2467654	PATHEON	
<b>Registration Number:</b>	3704229	PATHEON	
<b>Registration Number:</b>	3789147	PATHEON ADVANTAGE	
<b>Registration Number:</b>	3776745	QUICK TO CLINIC	
<b>Registration Number:</b>	3789169	PERFORMANCE THE WORLD OVER	
<b>Registration Number:</b>	4347586	P-GELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(212) 455-3011		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Alexander Key, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	073310/0004		
<b>NAME OF SUBMITTER:</b>	Alexander Key		

CH \$190.00 85383753

<b>SIGNATURE:</b>	/ak/
<b>DATE SIGNED:</b>	04/23/2014
<b>Total Attachments: 4</b> source=(15467033)_ (1)_Project Calculus - IP Release (Patheon Inc - TM) (2) (2)#page1.tif source=(15467033)_ (1)_Project Calculus - IP Release (Patheon Inc - TM) (2) (2)#page2.tif source=(15467033)_ (1)_Project Calculus - IP Release (Patheon Inc - TM) (2) (2)#page3.tif source=(15467033)_ (1)_Project Calculus - IP Release (Patheon Inc - TM) (2) (2)#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS (REEL 4920 FRAME 0931)**

TERMINATION AND RELEASE dated as of March 11, 2014, from MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent (the "Agent"), in favor of PATHEON INC., a corporation organized under the Canada Business Corporations Act ("Patheon").

**WITNESSETH:**

WHEREAS, pursuant to the US Security Agreement, dated as of December 14, 2012, and the Credit Agreement, dated as of December 14, 2012, made by the Grantors (as defined therein) in favor of the Agent (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreements"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Collateral Agreements, the Agent and certain of the Grantors entered into that certain Short Form Trademark Security Agreement, dated as of December 14, 2012, (the "Trademark Security Agreement"), under which such Grantors, by reference to the Collateral Agreements, reaffirmed their intent to grant and granted a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 17, 2012, at Reel 4920 and Frame 0931; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of Patheon's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule I hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreements and the Trademark Security Agreement.

2. Release of Security Interest. The Agent hereby, without representation or warranty of any kind, terminates, cancels, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral

arising under the Collateral Agreements and the Trademark Security Agreement shall hereby cease and become void.

3. Further Assurances. Upon the reasonable request of Patheon, and at Patheon's sole cost and expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**MORGAN STANLEY SENIOR FUNDING,  
INC.**

By: 

Name:

Title:

Stephen B. King  
Vice President

Morgan Stanley Senior Funding, Inc.

Schedule I

U.S. Trademark Applications

<b>Applicant</b>	<b>Application Number</b>	<b>Trademark</b>
Patheon Inc.	85/383753	SOLUPATH

Registered U.S. Trademarks

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
Patheon Inc.	2,467,654	PATHEON
Patheon Inc.	3,704,229	[design]
Patheon Inc.	3,789,147	PATHEON ADVANTAGE
Patheon Inc.	3,776,745	QUICK TO CLINIC
Patheon Inc.	3,789,169	PERFORMANCE THE WORLD OVER
Patheon Inc.	4,347,586	P-GELS