

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IRIX Pharmaceuticals, Inc.		03/31/2015	CORPORATION: SOUTH CAROLINA
Agere Pharmaceuticals, Inc.		03/31/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent		
<b>Street Address:</b>	677 Washington Boulevard, 6th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2736131	IRIX	
<b>Registration Number:</b>	2752025	IRIX	
<b>Registration Number:</b>	3046558	IRIX SHARP SOLUTIONS	
<b>Serial Number:</b>	86407614	AGERE	
<b>Serial Number:</b>	86374006	QUADRANT 2	
<b>Serial Number:</b>	86374012		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212.318.6824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	75 East 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	78442.00134		
<b>NAME OF SUBMITTER:</b>	Christine Dionne		
<b>SIGNATURE:</b>	/Christine Dionne/		

CH \$165.00 2736131

<b>DATE SIGNED:</b>	03/31/2015
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**Total Attachments: 5**

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- source=DPx IRIX Trademark Security Agreement (Executed)(114386510\_1)#page5.tif

## Trademark Security Agreement

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of March 31, 2015, (this “**Agreement**”), among IRIX Pharmaceuticals, Inc., a South Carolina corporation, Agere Pharmaceuticals, Inc., a Delaware corporation (each a “**Grantor**” and collectively, the “**Grantors**”) 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. Each of the Grantors is an affiliate of the Parent 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, each of the Grantors, 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 such Grantor or in which such 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 such 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 each 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. Each 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.

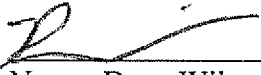
SECTION 6. Jury Trial Waiver. EACH GRANTOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTORS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL 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.

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IRIX PHARMACEUTICALS, INC.,  
as a Grantor

By:   
Name: Dean Wilson  
Title: Treasurer

AGERE PHARMACEUTICALS, INC.,  
as a Grantor

By:   
Name: Dean Wilson  
Title: Treasurer




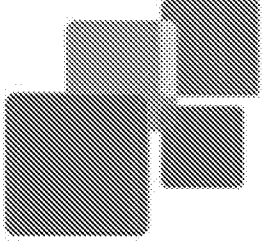
**UBS AG, STAMFORD BRANCH,**  
as Collateral Agent

by:   
\_\_\_\_\_  
Name: Darlene Arias  
Title: Director

by:   
\_\_\_\_\_  
Name: Kenneth Chin  
Title: Director

Schedule I

United States Trademarks and Trademark Applications

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	2,736,131	7/15/2003	3/14/2002	IRIX Pharmaceuticals, Inc.	IRIX 
United States	2,752,025	8/19/2003	2/19/2002	IRIX Pharmaceuticals, Inc.	IRIX 
United States	3,046,558	1/17/2006	3/14/2002	IRIX Pharmaceuticals, Inc.	IRIX SHARP SOLUTIONS 
United States	86/407614			Agere Pharmaceuticals, Inc.	<b>AGERE</b> (Service Mark)
United States	86/374006			Agere Pharmaceuticals, Inc.	<b>QUADRANT 2</b> (Service Mark)
United States	86/374012			Agere Pharmaceuticals, Inc.	 (Design Service Mark)