

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deproco, Inc.		02/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, As Agent		
Street Address:	First Canadian Place		
Internal Address:	18th Floor, Corporate Finance		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1362871	LIGNOSPAN	
Registration Number:	1362872	SCANDONEST	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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>			
Phone:	202-715-8409		
Email:	jason.mazur@arentfox.com		
Correspondent Name:	Jason J. Mazur		
Address Line 1:	1717 K Street, NW		
Address Line 2:	Arent Fox LLP		
Address Line 4:	Washington, D.C. 20006-5344		
ATTORNEY DOCKET NUMBER:	015343.00106		
NAME OF SUBMITTER:	Jason J. Mazur		
SIGNATURE:	/Jason J. Mazur/		
DATE SIGNED:	03/10/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

February 1, 2017

WHEREAS, DEPROCO, INC., a company organized under the laws of the State of Delaware, having an address at 205 Granite Run Drive, Suite 150, Lancaster, Pennsylvania, United States (the "Grantor"), (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section I(c) or I(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section I(c) or I(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office or any similar office in any other country (the "Trademarks");

WHEREAS, pursuant to the terms of that certain credit agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Septodont, Inc., Septodont Holding, Novocol Pharmaceutical of Canada, Inc. and Novocol Healthcare Inc. (collectively, the "Borrowers"), as borrowers, the Bank of Montreal, as administrative agent for itself and the Lenders (as hereinafter defined) (in such capacity, together with its successors and permitted assigns, the "Agent") and the lenders from time to time party thereto (collectively, the "Lenders"), the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, the Grantor has entered into a Security Agreement, dated as of the date hereof (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement") in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement thereof, to secure the payment and performance of all present and future, direct or indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders, including those arising under or in connection with the Credit Agreement and the joint and several guaranty dated as of the date hereof granted by the Grantor and Septodont, Inc. in favour of the Agent and the Lenders, as such guaranty may be amended, restated, supplemented or otherwise modified from time to time;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

Section 1. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Agent, a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time),
- (ii) the goodwill of the business symbolized thereby,
- (iii) all rights corresponding thereto throughout the world,
- (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,
- (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and
- (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 2. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

DEPROCO, INC.

By: Todd Beechey
Name: Todd Beechey
Title: Chief Financial Officer

By: _____
Name:
Title:

BANK OF MONTREAL, as Agent

By:  _____

Name: **Cameron R. Landry**

Title: **Director
Loan Syndications**

By:  _____

Name: **Bernardo A. Arreaga**

Title: **Director**

Schedule I-A to the TRADEMARK SECURITY AGREEMENT

Trademark	Database	Status	App. No.	Application Date	Reg. No.	Registration Date
LIGNOSPAN	USPTO	Renewed (Registered)	App 73532934	App 18-APR-1985	Reg 1362871	Reg 01-OCT-1985
SCANDONEST	USPTO	Renewed (Registered)	App 73532936	App 18-APR-1985	Reg 1362872	Reg 01-OCT-1985

TRADEMARK