

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEPTODONT HOLDING		10/12/2017	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West		
Internal Address:	Corporate Finance - 18th floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	[REDACTED] Company: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2999060	ZORCAINE	
CORRESPONDENCE DATA			
Fax Number:	8324088558		
<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:	8323388090		
Email:	tm@fibbelightner.com		
Correspondent Name:	Fibbe Lightner LLP		
Address Line 1:	3733-1 Westheimer Road, No. 1009		
Address Line 4:	Houston, TEXAS 77027		
NAME OF SUBMITTER:	A. Reagan Fibbe		
SIGNATURE:	/A. Reagan Fibbe/		
DATE SIGNED:	04/25/2019		
Total Attachments: 8			
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

October 12, 2017

WHEREAS SEPTODONT HOLDING, a company organized under the laws of France, having an address at 58 rue du Pont de Créteil, 94100 Saint-Maur-des-Fossés, France (the "Grantor"), provided a trademark security agreement in favour of Bank of Montreal, as administrative agent for itself and the Lenders (as therein defined) (in such capacity, together with its successors and permitted assigns, the "Agent") dated February 1, 2017 (the "Trademark Security Agreement"), a true and complete copy of which is attached hereto;

AND WHEREAS the Trademark Security Agreement secures all present and future, direct and indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders from time to time, including those arising under or in connection with the credit agreement referred to therein as it may be amended, restated, supplemented or otherwise modified from time to time;

AND WHEREAS the said credit agreement has been amended and restated by the parties thereto on or about the date hereof;

AND WHEREAS pursuant to the Trademark Security Agreement the Grantor granted to the Agent a security interest and continuing lien on the Grantor's right, title and interest in, to and under all Trademarks and all Trademark Collateral (each as defined therein) whether owned or existing or thereafter acquired or arising and wherever located, specifically including for greater certainty the registrations and applications referred to in Schedule 1-A attached thereto as such schedule may be amended or supplemented from time to time;

AND WHEREAS the Grantor has acquired ownership of the trademark referred to in Schedule "A" attached hereto;

NOW, THEREFORE, in accordance with the Grantor's obligations under the Trademark Security Agreement, the Grantor does hereby acknowledge and agree that Schedule 1-A attached to the Trademark Security Agreement is hereby amended by inclusion of the registration referred to in Schedule A attached hereto.

THIS SUPPLEMENTAL 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 Supplemental Agreement to be duly executed as of the date first set forth above.

SEPTODONT HOLDING

By: 
Name: Olivia Schiller
Title: CEO

By: _____
Name: _____
Title: _____

Schedule A to SUPPLEMENT to the TRADEMARK SECURITY AGREEMENT

Country	Mark	Reg. No.	Goods	Owner
United States	ZORCAINE	2999060	Anesthetics for non-surgical use, namely, dental anesthetics	Septodont Holding

TRADEMARK SECURITY AGREEMENT

February 1, 2017

WHEREAS, SEPTODONT HOLDING, a company organized under the laws of France, having an address at 58 rue du Pont de Créteil, 94100 Saint-Maur-des-Fossés, France (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 the Grantor, 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, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement as security for all present and future, direct and indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders from time to time, including those arising under or in connection with the Credit Agreement and the guarantee dated as of the date hereof granted by the Grantor in favour of the Agent and the Lenders, as such guarantee 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 by the Grantor pursuant to certain other security agreements 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 such security agreements.


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.

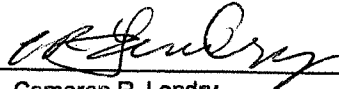
SEPTODONT HOLDING


By: 
Name: Olivier Schiller
Title:

By: _____
Name:
Title:

U.S. Trademark Security Agreement - signature page

BANK OF MONTREAL, as Agent

By: 
Name: **Cameron R. Landry**
Title: **Director**
Loan Syndications

By: 
Name:
Title: **Bernardo A. Arreaga**
Director

Schedule I-A to the TRADEMARK SECURITY AGREEMENT

Trademark	Image	Database	Status	App. No.	Application Date	Reg. No.	Registration Date
ORAVERSE	ORAVERSE	USPTO	Registered	App 77304442	App 15-OCT-2007	Reg 3632280	Reg 02-JUN-2009
DYCLONE Cross References: CYCLONE	DYCLONE	USPTO	Published (Pending) Intent to Use	App 86643554	App 28-MAY-2015		
BIOROOT	BIOROOT	USPTO	Registered	App 86329664	App 07-JUL-2014	Reg 5059981	Reg 11-OCT-2016