PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE	:	NEW ASSIGNMENT				
NATURE OF CONV	'EYANCE:	SECURITY AGREEMENT				
CONVEYING PARTY DATA						
Name Execution Date						
Haemacure Corporation (a Canadian corporation) 06/01/2009						
Haemacure Corporation (a Delaware corporation) 06/01/2009						
Name:	Angiotech Pharmac	euticals, Inc.				
Street Address	1618 Station Street					

Street Address:	1618 Station Street
City:	Vancouver, British Columbia
State/Country:	CANADA
Postal Code:	V6A 1B6

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	5630842
Patent Number:	5290918
Patent Number:	5395923
Patent Number:	5506127
Patent Number:	5981254
Patent Number:	6503527
Patent Number:	6699484
Application Number:	10333169

CORRESPONDENCE DATA

Fax Number:	(415)393-9887
Correspondence will be se	ent via US Mail when the fax attempt is unsuccessful.
Phone:	415.954.0200
Email:	trademark@ssd.com
Correspondent Name:	Francesca E. Crisera, Esq.
Address Line 1:	Squire, Sanders & Dempsey L.L.P.

500873819

Address Line 2:One Maritime Plaza, Suite 300Address Line 4:San Francisco, CALIFORNIA 94111			
ATTORNEY DOCKET NUMBER: 104022.00002			
NAME OF SUBMITTER:	Francesca E. Crisera		
Total Attachments: 11 source=Patent and Trademark Security Agr source=Patent and Trademark Security Agr	eement#page2.tif eement#page3.tif eement#page4.tif eement#page5.tif eement#page6.tif eement#page7.tif eement#page8.tif eement#page9.tif eement#page10.tif		

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of June 1, 2009, by and between HAEMACURE CORPORATION (herein, "<u>Haemacure</u>", "<u>Borrower</u>" and a "<u>Grantor</u>"), a corporation duly incorporated under the Canada Business Corporations Act, and HAEMACURE CORPORATION (herein, "<u>US Sub</u>" and a "<u>Grantor</u>"), a Delaware corporation, in favor of ANGIOTECH PHARMACEUTICALS, INC. (herein, "<u>Angiotech</u>"), a corporation duly incorporated under the laws of the Province of British Columbia, as secured party.

RECITALS

A. The Borrower has entered into a Senior Secured Convertible Bridge Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") with Angiotech, pursuant to which Angiotech has agreed to make loans to Borrower and/or its affiliates, including US Sub (herein, collectively with Borrower, "<u>Grantors</u>").

B. US Sub has guarantied the obligations of the Borrower under the Credit Agreement pursuant to a Continuing, Absolute and Unconditional Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Guaranty</u>") in favor of Angiotech.

C. The Borrower has entered into a Deed of Hypothec and the Borrower and US Sub have entered into a Security Agreement each dated as of the date hereof (collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Angiotech pursuant to which certain obligations owed to Angiotech are secured.

D. Pursuant to the Security Agreement, the Grantors are required to execute and deliver to Angiotech this Agreement.

E. Pursuant to the terms of the Security Agreement, Grantors have granted to Angiotech a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor hereby:

(1) Grants to Angiotech a continuing security interest in all of such Grantor's respective right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(a) (i) all domestic and foreign trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, domestic and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("<u>Trademarks</u>"), including, without limitation, the trademarks and trademark applications listed in <u>Schedule 1</u>; (ii) all goodwill connected with the use of, and symbolized by, each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor; and (iv) the rights of each such Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income (items (i) through (iv) of this subpart being herein collectively referred to as the "<u>Trademark Collateral</u>").

(b) (i) all United States and foreign utility and design patents, together with any extensions, reexaminations and reissues of such patents, patents of addition, patent applications, divisions, continuations, continuations-in-part, and all subsequent filings in any country or jurisdiction claiming priority therefrom (the "<u>Patents</u>"), including, without limitation, the patents and patent applications listed in <u>Schedule 2</u>; (ii) all inventions, improvements and designs described and claimed in any Patent and the right to make, use, sell and advertise for sale the same; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor; and (iv) the rights of such Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income (items (i) through (iv) of this subpart being herein collectively referred to as the "<u>Patent</u> <u>Collateral</u>").

(2) Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in <u>Schedule 1</u> and all of the Patents listed in <u>Schedule 2</u> and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks and Patents acquired by such Grantor after the date hereof.

(3) Covenants as follows:

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that Angiotech reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable Angiotech to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral or Patent Collateral.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral or Patent Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or Patent Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

This security interest is granted in conjunction with the security interests granted to Angiotech pursuant to the Security Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of Angiotech with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement. This Agreement may be executed in counterparts.

[Signatures on Next Page]

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HAEMACURE CORPORATION, a Canadian corporation

ina By:

Gilles Lemieux Secretary

"BORROWER" and a "GRANTOR"

HAEMACURE CORPORATION, a Delaware corporation

By:

Gilles Lemieux Secretary

"US SUB" and a "GRANTOR"

Acknowledged:

ANGIOTECH PHARMACEUTICALS, INC.

By:

K. Thomas Bailey Chief Financial Officer

"SECURED PARTY"

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Page 4 of 5

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By:

Gilles Lemieux Secretary

"BORROWER" and a "GRANTOR"

HAEMACURE CORPORATION, a Delaware corporation

By:

Gilles Lemieux Secretary

"US SUB" and a "GRANTOR"

Acknowledged:

ANGIOTECH PHARMACEUTICALS, INC.

By:

K. Thomas Bailey Chief Financial Officer

"SECURED PARTY"

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PROVINCE OF QUÉBEC

The foregoing instrument was acknowledged before me this 28^{ll} day of 104, 2009, by Gilles Lemieux, as Secretary of Haemacure Corporation, a Canadian corporation, on behalf of the corporation. He is personally know to me or produced Driver's Lic $\pm 152.09 - 211.053 - 03$ as identification.

)) ss

) ss



The foregoing instrument was acknowledged before me this $\underline{28^{\text{H}}}$ day of $\underline{\text{May}}$, 2009, by Gilles Lemieux, as Secretary of Haemacure Corporation, a Delaware corporation, on behalf of the corporation. He is personally know to me or produced $\underline{\text{Driver's Lic} \pm \text{Ls204.21053-03}}$ as identification.

		Daisna 11. Moschetto. Notary Public	Contraction of Contraction
NOTARY SEAL		Notary Public	DAJANA MARIS DAJANA MARIS MOSCHETTO 167 920
PROVINCE OF BRITISH COLUMBIA)) ss		Districts Judiciane
COUNTY OF) 33		

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by K. Thomas Bailey, as Chief Financial Officer of Angiotech Pharmaceuticals, Inc., a British Columbia corporation, on behalf of the corporation. He is personally know to me or produced as identification.

NOTARY SEAL

Notary Public

TAMPA/103441.4

Page 5 of 5

PROVINCE OF QUÉBEC

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Gilles Lemieux, as Secretary of Haemacure Corporation, a Canadian corporation, on behalf of the corporation. He is personally know to me or produced ______ as identification.

)) ss

)) ss

NOTARY SEAL

Notary Public

PROVINCE OF QUÉBEC

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Gilles Lemieux, as Secretary of Haemacure Corporation, a Delaware corporation, on behalf of the corporation. He is personally know to me or produced ______ as identification.

NOTARY SEAL

Notary Public

PROVINCE OF BRITISH COLUMBIA) COUNTY OF VANCOUVER) SS

The foregoing instrument was acknowledged before me this 2? day of MeY, 2009, by K. Thomas Bailey, as Chief Financial Officer of Angiotech Pharmaceuticals, Inc., a British Columbia corporation, on behalf of the corporation. He is personally know to me or produced

as identification. Notary Public NOTARY SEAL

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SCHEDULE 1 to PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
HEMASEEL	USA	77/698,537	n/a	3/25/2009	n/a
HEMASEEL	USA	78/712,086	n/a	9/13/2005	n/a
COTHILYNE	CANADA	436979	TMA245904	3/14/1979	5/30/1980
POUR COLLER, SCELLER ET GUERIR	CANADA	815976	TMA480580	6/25/1996	8/14/1997
TO CLUE, SEAL AND HEAL	CANADA	815740	TMA480394	6/20/1996	8/13/1997
HEMASEEL	CANADA	678430	TMA400324	3/25/1991	7/17/1992
HEMASEEL VET	CANADA	761545	TMA446272	5/31/1994	8/18/1995
HEMASEEL	EUROPEAN UNION (CTM)	665984	665984	10/30/1997	1/13/1999

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SCHEDULE 2 to PATENT AND TRADEMARK SECURITY AGREEMENT

<u>Patents</u>

TITLE	COUNTRY/ APPLICATION NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
Biocompatible Surgical Implant	US 08/186,590	01/26/94	5,630,842	05/20/97
	CANADA 2,141,063	07/27/93	2,141,063	12/06/05
Process for the Obtention of a	US 08/021,212	02/23/93	5,290,918	03/01/94
Biological Adhesive made of Concentrated Coagulation Factors by Acidic Precipitation	CANADA 2,113,663	01/18/94	2,113,663	06/28/05
Process for the Obtention of a	US 08/021,302	02/23/93	5,395,923	03/07/95
Biological Adhesive made of Concentrated Coagulation Factor by "salting out"	CANADA 2,113,660	01/18/94	2,113,660	05/16/00
Process for the Obtention of a	PCT CA94/00105	02/28/94		
Biological Adhesive Comprising Fibrinogen, Factor XIII and Fibronectin	EUROPE 94908221.8	02/28/94	0,748,337	06/30/99
	AUSTRALIA 61515/94	02/28/94	678,439	04/01/98
	NORWAY 963602	02/28/94	317699	12/06/04
	JAPAN 7-522035	02/28/94	3492694	11/14/03
Therapeutic Grade Thrombin	US 08/309,583	09/21/94	5,506,127	04/09/96
Production and Products	PCT CA95/00541	09/21/95		
	EUROPE 95931863.5	09/21/95	0 782 616	01/11/06

TITLE	COUNTRY/	FILING	PATENT	ISSUE
	APPLICATION	DATE	NO.	DATE
	NUMBER		110.	DATE
	1.000 MDDIC			
	JAPAN	09/21/95	3628703	12/17/04
	8-510483			
	AUSTRALIA	09/21/95	711,298	08/18/99
	35151/95			
	NORWAY	09/21/95		
	971104			
	RUSSIA	09/21/95	2144081	
	97106349			
Process/Fibrin Glue	US	10/30/97	5,981,254	11/09/99
Production	08/960,660			_
	PCT	10/29/98		
	CA98/01008			
	INDIA	10/29/98	185759	11/23/01
	1927CAL98	10/20/20		
	EUROPE	10/29/98	1 027 371	09/21/05
	98951133.2	10/00/00		
	AUSTRALIA	10/29/98	759145	07/11/03
	97316/98	10/20/00		
	CANADA	10/29/98		
	2,307,380	10/20/08	125012	10/01/07
	ISRAEL	10/29/98	135812	12/21/07
	135812 JAPAN	10/29/98	4278861	03/19/09
	2000-518981	10/29/98	42/0001	03/19/09
	NORWAY	10/29/98		
	20002293	10/29/98		
	NEW	10/29/98	504246	01/07/03
	ZEALAND	10/25/50	504240	01/07/05
	504246			
	POLAND	10/29/98	194589	09/28/07
	P 340300			0,000
	RUSSIA	10/29/98	2236237	09/20/04
	2000113224			
Fibrin Sealants or	CANADA	11/17/98		
Adhesives	2308462			
Comprising a				
Hyaluronic Acid				
Derivative Material				
Fibrin Sealants or	EUROPEAN	11/17/98		
Adhesives	98963761.6	-		
Comprising a				
Hyaluronic Acid				
Derivative Material	NORMULT		-	
Fibrin Sealants or	NORWAY	11/17/98	326601	1/19/09
Adhesives	P2000 2357			
Comprising a				
Hyaluronic Acid Derivative Material				
Fibrin Sealants or	USA-00	8/14/00	6503527	1/7/03
Adhesives	09/554745	0/14/00	0505527	1/ //03
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TITLE	COUNTRY/ APPLICATION NUMBER	FILING DATE	PATENT NO.	ISSUE DATE
Comprising a Hyaluronic Acid Derivative Material				
Fibrin Sealants or Adhesives Comprising a Hyaluronic Acid Derivative Material	USA-01 10/336936	1/6/03	6699484	3/2/04
Spray Head for Applying a Multi- Component Mixture	CANADA 2415834	7/17/01		
Spray Head for Applying a Multi- Component Mixture	EUROPEAN 01958991.0	7/17/01		
Spray Head for Applying a Multi- Component Mixture	USA 10/333,169 (Publication No. 2003/0209612)	3/20/03		

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PATENT REEL: 022757 FRAME: 0870

RECORDED: 06/01/2009