

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
OraPharma, Inc.	12/28/2010
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6682348
Patent Number:	7699609
Application Number:	12621602
Application Number:	12326479
Application Number:	12326510
Application Number:	12326431
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-993-2622
Email:	gayle.grocke@lw.com
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1:	233 S. Wacker Drive
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ATTORNEY DOCKET NUMBER:	025646-0570

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 REEL: 025569 FRAME: 0245

NAME OF SUBMITTER:

Gayle D. Grocke

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 28, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 28, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the OraPharma Holdings, Inc. (the "Borrower"), the other Credit Parties, GE Capital, as Agent, and the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

1. all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

2. all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement, this Patent Security Agreement shall terminate and the Patent Collateral shall be released from the Lien created hereby. Upon the termination of this Patent Security Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patent subject to a security interest hereunder.

Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ORAPHARMA, INC.

as Grantor

By: 

Name: Janet Vergis

Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:

Name:

Title: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

1. REGISTERED PATENTS

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date	
DISPENSING APPARATUS AND CARTRIDGE	U.S.	10/112450 3/29/2002	20030186191	6682348 1/27/2004	OraPharma, Inc.
DISPENSING APPARATUS AND CARTRIDGE WITH DEFORMABLE TIP	U.S.	10/763632 1/23/2004	20040152042	7699609 4/20/2010	OraPharma, Inc.

2. PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date	
MEDICINAL IMPLANT DEVICE AND CARTRIDGE	U.S.	12/621602 11/19/2009	20100136502		OraPharma, Inc.
MEDICINAL IMPLANT CARTRIDGE	U.S.	12/326479 12/2/2008	20090148500		OraPharma, Inc.
ACTUATORS FOR DEVICE FOR DELIVERING MEDICINAL IMPLANTS	U.S.	12/326510 12/2/2008	20090142728		OraPharma, Inc.
DEVICE FOR DELIVERING MEDICINAL IMPLANTS	U.S.	12/326431 12/2/2008	20090142727		OraPharma, Inc.