

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release Of Security Interest In Intellectual Property Collateral
CONVEYING PARTY DATA	
Name	Execution Date
General Electric Capital Corporation	06/15/2012
RECEIVING PARTY DATA	
Name:	OraPharma, Inc.
Street Address:	5 Walnut Grove Drive, Suite 300
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044
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:	(212)735-2000
Phone:	212-735-3056
Email:	mzisk@skadden.com, smarquez@skadden.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Matthew B. Zisk
Address Line 1:	Four Times Square
Address Line 2:	Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 4:	New York, NEW YORK 10036-6522

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ATTORNEY DOCKET NUMBER:	053470/76
NAME OF SUBMITTER:	Matthew B. Zisk
Total Attachments: 6 source=GE Capital 6-15-12 Release of OraPharma IP security interest#page1.tif source=GE Capital 6-15-12 Release of OraPharma IP security interest#page2.tif source=GE Capital 6-15-12 Release of OraPharma IP security interest#page3.tif source=GE Capital 6-15-12 Release of OraPharma IP security interest#page4.tif source=GE Capital 6-15-12 Release of OraPharma IP security interest#page5.tif source=GE Capital 6-15-12 Release of OraPharma IP security interest#page6.tif	

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "**Release**"), dated as of June 15, 2012, is made by **GENERAL ELECTRIC CAPITAL CORPORATION**, as Agent (the "**Agent**"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Credit Agreement dated as of December 28, 2010 (as amended, restated, supplemented or otherwise modified from time to time, and together with all general security agreements, trademark security agreements and patent security agreements entered into in connection therewith or in connection with prior versions thereof, the "**Credit Agreement**"), among OraPharma Holdings, Inc., a Delaware corporation ("**Company**"), the other Credit Parties, the Lenders and the Agent, the Lenders made loans and other financial accommodations to the Company;

WHEREAS, in connection with the Credit Agreement, and pursuant to those certain agreements described on Annex I attached hereto (the "**Trademark Security Agreement**," and the "**Patent Security Agreement**," collectively, the "**Security Agreements**"), OraPharma, Inc., a Delaware corporation ("**OraPharma**") granted 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 (A)(i) all of its Trademarks, including those referred to on Schedule 1 to that certain Trademark Security Agreement; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) 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, dilution, violation or other impairment thereof (collectively, the "**Trademark Collateral**")¹; and (B)(i) all of its Patents, including those referred to on Schedule 1 to that certain Patent Security Agreement; (ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and (iii) 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 (collectively, the "**Patent Collateral**") (together, the "**Intellectual Property Collateral**," including those listed on Annex I attached hereto); and

WHEREAS, the Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto.

NOW THEREFORE, the Agent hereby **RELEASES**, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Intellectual Property Collateral to OraPharma.

The Agent agrees, at OraPharma's expense, to cooperate with OraPharma and to provide OraPharma with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.


¹ Notwithstanding the foregoing, no grant of any Lien or security interest was granted on or in any "intent to use" Trademark application for which a statement of use had not been filed and accepted with the U.S. Patent and Trademark Office.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as
Agent

By: 
Name: Jim Dale
Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

PATENT
REEL: 028392 FRAME: 0413

ANNEX I

The Trademark Security Agreement dated as of December 28, 2010, by OraPharma, Inc. in favor of General Electric Capital Corporation, as Agent, was recorded with the U.S. Patent and Trademark Office on January 11, 2011 at Reel/Frame No. 4450/0596.

Trademark	Country	Registration Number	Registration Date
ACE	UNITED STATES OF AMERICA	3814408	7/6/2010
ACE (stylized)	UNITED STATES OF AMERICA	3814410	7/6/2010
ACE PINWHEEL DESIGN	UNITED STATES OF AMERICA	3634007	6/9/2009
ADVANCING ORAL HEALTH...IMPROVING OVERALL HEALTH	UNITED STATES OF AMERICA	3783506	5/4/2010
ARESTIN	UNITED STATES OF AMERICA	2601899	7/30/2002
ARESTIN PINWHEEL DESIGN	UNITED STATES OF AMERICA	3642165	6/23/2009
MY PERSONAL STANDARD OF CARE	UNITED STATES OF AMERICA	3822407	7/20/2010
MY PERSONAL STANDARD OF CARE & LOGO	UNITED STATES OF AMERICA	3828798	8/3/2010
MYARESTIN.COM	UNITED STATES OF AMERICA	3768299	3/30/2010
MYARESTIN.COM (STYLIZED)	UNITED STATES OF AMERICA	3768298	3/30/2010

Trademark	Country	Registration Number	Registration Date
ORAPHARMA DESIGN	UNITED STATES OF AMERICA	2550773	3/19/2002
ORAPHARMA, INC.	UNITED STATES OF AMERICA	3101024	6/6/2006

The Patent Security Agreement dated as of December 28, 2010, by OraPharma, Inc. in favor of General Electric Capital Corporation, as Agent, was recorded with the U.S. Patent and Trademark Office on December 29, 2010 at Reel/Frame No. 025569/0245.

REGISTERED PATENTS

Title	Country	Appl. 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
DISPENSING APPARATUS AND CARTRIDGE WITH DEFORMABLE TIP	U.S.	10/763632 1/23/2004	20040152042	7699609 4/20/2010

PATENT APPLICATIONS

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