

Form PTO-1595 (Rev. 03-11)
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U.S. DEPARTMENT OF COMMERCE
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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|--|---|
| 1. Name of conveying party(ies) OraPharma, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies) Name: <u>Goldman Sachs Lending Partners LLC</u> Internal Address: _____ _____ Street Address: <u>200 West Street</u> _____ City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10282</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>August 2, 2012</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____ | 4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>10/112450</u> B. Patent No.(s) <u>6682348</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Michael Violet</u> Internal Address: <u>CT Lien Solutions</u> _____ Street Address: <u>4400 Easton Commons Way</u> _____ City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43212</u> Phone Number: <u>614-280-3303</u> Fax Number: <u>800-516-6304</u> Email Address: <u>MICHAEL.VIOLET@WOLTERSKLUPER.COM</u> | 6. Total number of applications and patents involved: <u>8</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information Deposit Account Number _____ Authorized User Name _____ |
| 9. Signature: <u>Nicole Piazza</u> 8/2/12 <div style="text-align: center;">Signature</div> <div style="text-align: center;">Date</div> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Nicole Piazza Name of Person Signing </div> <div style="text-align: right;"> Total number of pages including cover sheet, attachments, and documents: 6 </div> </div> | |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

| Country | Title | Filing Date | Applic. No. | Issue Date | Patent No. | Assignee¹ | Status |
|--------------------------|--|--------------------|--------------------|-------------------|-------------------|-----------------------------|---------------|
| United States of America | DISPENSING APPARATUS AND CARTRIDGE | 3/29/2002 | 10/112450 | 1/27/2004 | 6682348 | OraPharma, Inc. | Granted |
| United States of America | DISPENSING APPARATUS AND CARTRIDGE WITH DEFORMABLE TIP | 1/23/2004 | 10/763632 | 4/20/2010 | 7699609 | OraPharma, Inc. | Granted |
| United States of America | DEVICE FOR DELIVERING MEDICINAL IMPLANTS | 12/2/2008 | 12/326431 | 7/12/2011 | 7976489 | OraPharma, Inc. | Granted |
| United States of America | MEDICINAL IMPLANT CARTRIDGE | 12/2/2008 | 12/326479 | 7/12/2011 | 7976490 | OraPharma, Inc. | Granted |
| United States of America | ACTUATORS FOR DEVICE FOR DELIVERING MEDICINAL IMPLANTS | 12/2/2008 | 12/326510 | 7/12/2011 | 7976491 | OraPharma, Inc. | Granted |
| United States of America | DEVICE FOR DELIVERING MEDICINAL IMPLANTS | 6/17/2011 | 13/163278 | | | OraPharma, Inc. | Published |
| United States of America | MEDICINAL IMPLANT DEVICE AND CARTRIDGE | 11/19/2009 | 12/621602 | 11/1/2011 | 8048021 | OraPharma, Inc. | Granted |
| United States of America | MEDICINAL IMPLANT DEVICE AND CARTRIDGE | 9/20/2011 | 13/237724 | | | OraPharma, Inc. | Published |

¹ Indicates beneficial and/or record ownership.

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of August 2, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as a grantor on the signature pages hereto (the "**Grantor**") in favor of Goldman Sachs Lending Partners LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS the Grantor is party to the Pledge and Security Agreement, dated as of June 29, 2011, as amended by the Amended and Restated Pledge and Security Agreement, dated as of October 20, 2011, and as further amended by the Second Amended and Restated Pledge and Security Agreement, dated as of February 13, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the "**Patent Collateral**"):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world, but in any case excluding any Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Se-

curity Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

ORAPHARMA, INC.

By: 

Name: Janet Vergis
Title: President

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: _____

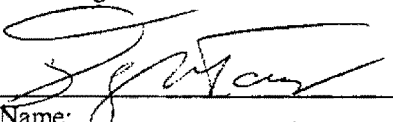
Name:
Title:

[Signature Page to Patent Security Agreement (OraPharma)]

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:



Name:

Title:

Douglas Tansey
Authorized Signatory

[Signature Page to Patent Security Agreement (OraPharma)]