

## 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
Banner Pharmacaps Inc.	12/14/2012
RECEIVING PARTY DATA	
Name:	Morgan Stanley Senior Funding Inc., as Collateral Agent
Street Address:	1300 Thames Street, Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
PROPERTY NUMBERS Total: 25	
Property Type	Number
Patent Number:	6258380
Patent Number:	6251426
Patent Number:	6685961
Patent Number:	7887838
Patent Number:	6949256
Patent Number:	6183845
Patent Number:	RE39347
Patent Number:	6193999
Patent Number:	6214376
Patent Number:	6482516
Patent Number:	8241665
Patent Number:	8097279
Patent Number:	8309107
Patent Number:	8293270
Application Number:	11275563

OP \$1000.00 6258380

Application Number:	11367238
Application Number:	11548607
Application Number:	11553356
Application Number:	12716593
Application Number:	12638212
Application Number:	12752629
Application Number:	10529984
Application Number:	61623737
Application Number:	13491670
Application Number:	13327293

#### CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-314-2392

Email: david.adams@thomsonreuters.com

Correspondent Name: James P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

James P. Murphy

Total Attachments: 7

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RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Banner Pharmacaps Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/14/2012

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

2. Name and address of receiving party(ies)

Name: Morgan Stanley Senior Funding, Inc., as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: 1300 Thames Street, Thames Street Wharf

City: Baltimore

State: MD

Country: USA Zip 21231

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

See Schedule I

☐ This document is being filed together with a new application.

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip 10005

Phone Number: (212) 314-2392

Docket Number: \_\_\_\_\_

Email Address: jmurphy@cahill.com

6. Total number of applications and patents involved: 25

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

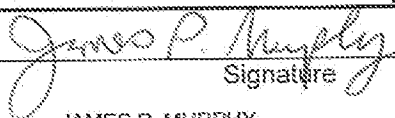
- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

  
Signature

December 14, 2012

Date

JAMES P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

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

PATENT SHORT FORM SECURITY AGREEMENT dated as of December 14, 2014 (this “**Agreement**”), among Banner Pharmacaps Inc., a Delaware corporation (the “**Grantor**”) and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

Reference is made to (a) the US Security Agreement (the “**Security Agreement**”) dated as of December 14, 2012, among Patheon, Inc. (the “**Parent Borrower**”), Patheon Pharmaceuticals Inc. (the “**US Borrower**”), Patheon Puerto Rico, Inc. (the “**PR Borrower**”), the other Subsidiaries of Patheon Inc. named therein and Morgan Stanley Senior Funding, Inc., as Collateral Agent and (b) the Credit Agreement, dated as of December 14, 2012, among: (i) Parent Borrower, (ii) the US Borrower, the PR Borrower and Patheon UK Limited, a limited liability company incorporated in England (the “**UK Borrower**,” together with the US Borrower and the UK Borrower, the “**Subsidiary Borrowers**” and collectively with the Parent Borrower, and any Additional Borrowers from time to time party thereto, the “**Borrowers**”), (iii) the lenders from time to time party thereto (together with their successors and assigns, the “**Lenders**”), (iv) Morgan Stanley Senior Funding, Inc. as administrative agent (in such capacity, the “**Administrative Agent**”), Collateral Agent, Swing Line Lender and LC Issuer and (v) the other parties thereto (as the same may be amended, modified, supplemented, extended, refinanced, replaced or amended and restated from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit and the entry into and/or maintenance of one or more Designated Hedge Agreements by the Designated Hedge Creditors and Cash Management Agreements by Cash Management Banks are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce (x) the Lenders to extend such credit and (y) and the entry into and/or maintenance of one or more Designated Hedge Agreements by the Designated Hedge Creditors and Cash Management Agreements by Cash Management Banks. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and (b) all reissues, continuations, divisions, continua-

tions-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

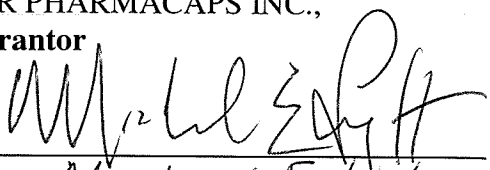
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

*[Remainder of the page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

BANNER PHARMACAPS INC.,  
as the Grantor

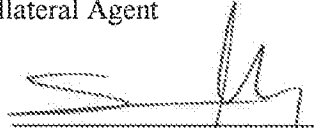
By:

  
Name: Michael E. Hytton  
Title: Resident

[Signature Page to Short Form Patent Agreement]

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Collateral Agent

By:

A handwritten signature in dark ink, appearing to be 'S. B. King', written over a horizontal dotted line.

Name: Stephen B. King  
Title: Authorized Signatory

## Schedule I

United States Patents and Pending Patent Applications

Issued:

Owner	Registration Number	Description
Banner Pharma-caps Inc.	6,258,380	Chewable Soft Capsule (U/A)
Banner Pharma-caps Inc.	6,251,426	Ibuprofen Containing Softgels (U/A)
Banner Pharma-caps Inc.	6,685,961	Colored Gelatin-Based Formulations and Method (CA) (U/A)
Banner Pharma-caps Inc.	7,887,838	Non-Gelatin Film and Method and Apparatus for Producing Same (CIP) (083-B U/A) – Appeal No. 2009-014093
Banner Pharma-caps Inc.	6,949,256	Process for Preparing a Formulation for Non-Gelatin Capsule Shell Comprising IOTA-Carrageenan and Kappa-Carrageenan
Banner Pharma-caps Inc.	6,183,845	Multiple Layer Softgel (U/A)
Banner Pharma-caps Inc.	RE39,347	530-C Reissue Multiple Layer (Reissue of 4700-530-A) (U/A)
Banner Pharma-caps Inc.	6,193,999	Gum Acacia – Substituted Soft Gelatin Capsules (U/A)
Banner Pharma-caps Inc.	6,214,376	Non-Gelatin Substitutes for Oral Delivery Capsules, Their Composition and Process of Manufacture (Carrageenan)
Banner Pharma-caps Inc.	6,482,516	Enrobed Tablet (FWC OF 4700-561) (US-Soflet Product) (U/A)
Banner Pharma-caps Inc.	8,241,665	Chewable Soft Capsule
Banner Pharma-caps Inc.	8,097,279	Chewable Soft Capsule – Appeal No. 2009-015364
Banner Pharma-caps Inc.	8,309,107	Stable solutions of orlistat for pharmaceutical dosage forms
Banner Pharma-caps Inc.	8,293,270	Lipophilic vehicle-based dual controlled release matrix system



Applications:

<b>Applicant</b>	<b>Application Number</b>	<b>Description</b>
Banner Pharma-caps Inc.	11/275,563	Controlled Release Preparation
Banner Pharma-caps Inc.	11/367,238	Solvent System for Enhancing the Solubility of Pharmaceutical Agents
Banner Pharma-caps Inc.	11/548,607	Enteric Valproic Acid
Banner Pharma-caps Inc.	11/553,356	Hydrophilic Vehicle-Based Dual Controlled Release Matrix System
Banner Pharma-caps Inc.	12/716,593	Gastric Reflux Resistant Dosage Forms
Banner Pharma-caps Inc.	12/638,212	Methods for Enhancing the Release and Absorption of Water Insoluble Active Agents
Banner Pharma-caps Inc.	12/752,629	Progestreone Solutions For Increased Bioavailability
Banner Pharma-caps Inc.	10/529,984	Enteric composition for the manufacture of soft capsule wall
Banner Pharma-caps Inc.	61/623,737	Soft Elastic Capsules Containing Tablets and Liquid or Semisolid Fills and Methods for their Manufacture
Banner Pharma-caps Inc.	13/491,670	Chewable Soft Capsule
Banner Pharma-caps Inc.	13/327,293	Chewable Soft Capsule