

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Patheon International AG | 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: 1 | |
| Property Type | Number |
| Application Number: | 12788534 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| 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: 6 source=9g Patheon International AG Short Form Patent Agreement#page1.tif source=9g Patheon International AG Short Form Patent Agreement#page2.tif source=9g Patheon International AG Short Form Patent Agreement#page3.tif source=9g Patheon International AG Short Form Patent Agreement#page4.tif source=9g Patheon International AG Short Form Patent Agreement#page5.tif source=9g Patheon International AG Short Form Patent Agreement#page6.tif | |

OP \$40.00 12788534

PATENT

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)

Patheon International AG

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):

This document is being filed together with a new application.

A. Patent Application No.(s)

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: 1

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

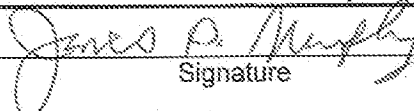
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

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:

6

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, VA. 22313-1450

PATENT SHORT FORM SECURITY AGREEMENT dated as of December 14, 2012 (this “**Agreement**”), among Patheon International AG, a corporation organized under the laws of Switzerland (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, record-

ings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I, and (b) all reissues, continuations, divisions, continuations-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.

PATHEON INTERNATIONAL AG,
as the Grantor

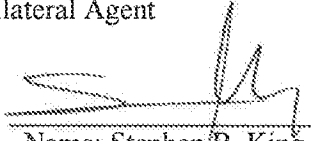
By: _____


Name: Jeffrey L. Granbouvier
Title: President

[Signature Page to Short Form Patent Agreement]

MORGAN STANLEY SENIOR FUNDING,
INC.,
as Collateral Agent

By:



Name: Stephen B. King
Title: Authorized Signatory

Schedule I

United States Patents and Pending Patent Applications

Applications:

| Applicant | Application Number | Description |
|--------------------------|---------------------------|---|
| Patheon International AG | 12/788,534 | Systems and methods for capsule pressure relief |