

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2762122

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
DSM FINE CHEMICALS AUSTRIA NFG GMBH & CO KG		03/11/2014
RECEIVING PARTY DATA		
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT	
Street Address:	677 WASHINGTON BOULEVARD, 6TH FLOOR	
City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06901	
PROPERTY NUMBERS Total: 53		
Property Type	Number	
Patent Number:	6258572	
Patent Number:	6287829	
Patent Number:	6337196	
Patent Number:	6340645	
Patent Number:	6346623	
Patent Number:	6355822	
Patent Number:	6355842	
Patent Number:	6387280	
Patent Number:	6417377	
Patent Number:	6486327	
Patent Number:	6486358	
Patent Number:	6486360	
Patent Number:	6518455	
Patent Number:	6545186	
Patent Number:	6593494	
Patent Number:	6677466	
Patent Number:	6706890	
Patent Number:	6717006	
Patent Number:	6781012	
Patent Number:	6806350	
Patent Number:	6806371	

PATENT

Property Type	Number
Patent Number:	6812348
Patent Number:	6818423
Patent Number:	6858743
Patent Number:	6861243
Patent Number:	6894170
Patent Number:	6909011
Patent Number:	6956137
Patent Number:	7052885
Patent Number:	7057010
Patent Number:	7105631
Patent Number:	7148319
Patent Number:	7169950
Patent Number:	7202075
Patent Number:	7371866
Patent Number:	7390647
Patent Number:	7402708
Patent Number:	7473792
Patent Number:	7514245
Patent Number:	7550626
Patent Number:	7566015
Patent Number:	7568643
Patent Number:	7572608
Patent Number:	7858381
Patent Number:	8088955
Patent Number:	8158393
Patent Number:	8221708
Patent Number:	8497384
Patent Number:	8536366
Patent Number:	8581002
Patent Number:	8642312
Application Number:	13637484
Application Number:	11920847

CORRESPONDENCE DATA

Fax Number: (212)303-7064

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: CHRISTINE DIONNE C/O PAUL HASTINGS LLP

PATENT

REEL: 032424 FRAME: 0002

Address Line 1: 75 EAST 55TH STREET
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78442.00082
NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	03/11/2014

Total Attachments: 11

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Patent Security Agreement

PATENT SHORT FORM SECURITY AGREEMENT dated as of March 11, 2014 (this “**Agreement**”), among DSM Fine Chemicals Austria Nfg GmbH & CoKG, a limited partnership with an Austrian company with limited liability as general partner incorporated under the laws of Austria (the “**Grantor**”) and UBS AG, STAMFORD BRANCH, 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 March 11, 2014, among Patheon Pharmaceuticals Inc. (“**PPUS**”), Banner Pharmacaps Inc. (“**Banner**”) and DPI Newco LLC (“**DPI**”, and together with PPUS and Banner, the “**US Borrowers**”), Patheon Puerto Rico, Inc. (the “**PR Borrower**”), the other Subsidiary Parties named therein and UBS AG, Stamford Branch, as Collateral Agent and (b) the Credit Agreement, dated as of March 11, 2014, among: (i) Parent Borrower, (ii) the US Borrowers, the PR Borrower, Patheon Inc. (the “**Canadian Borrower**”), DSM Fine Chemicals Austria Nfg GmbH & CoKG (the “**Austrian Borrower**”), and Patheon UK Limited (the “**UK Borrower**,” together with the US Borrowers, the PR Borrower, the Canadian Borrower and the Austrian 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) UBS AG, Stamford Branch as administrative agent (in such capacity, the “**Administrative Agent**”), Collateral Agent and Swing Line Lender 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 Borrowers 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 an Austrian Borrower, will derive substantial benefits from the extension of credit to the Borrowers 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) 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 any and all obligations (present and future, actual and contingent) which are or become owing by the Austrian Borrower and the Grantor under or in connection with the Credit Agreement or the Guarantor Agreement (collectively, the “**Secured Obligations**”), 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**”), subject to the limitations set forth in Section 7 below:

(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, 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 this Agreement shall govern.

SECTION 4. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of New York without regard to conflicts of law principles.

SECTION 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

SECTION 6. Jury Trial Waiver. THE GRANTOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

SECTION 7. Limitations. (a) For the avoidance of doubt, any Secured Obligation shall be limited in accordance with the limitations set forth in Section 11.28 of the Credit Agreement and Section 2.07(c) of the Guarantor Agreement, respectively.

(b) With respect to the rights granted to the Collateral Agent or the Secured Creditors, as the case may be, under Section 2 above, any such right shall at all times be limited to an amount not exceeding the Secured Obligation at the respective time. Additionally, nothing

in this Agreement, or any other agreement mentioned herein, shall be construed to create any obligation of the Grantor to act in violation of mandatory Austrian Capital Maintenance Rules (*Kapitalerhaltungsvorschriften*) including, without limitation, § 82 et seq. of the Austrian Act on Limited Liability Companies (*Gesetz über Gesellschaften mit beschränkter Haftung - "GmbHG"*) and § 52 et seq. of the Austrian Act on Joint Stock Companies (*Aktiengesetz - "AktG"*) (the "**Austrian Capital Maintenance Rules**"), and any and all obligations of any of the Grantor under this Agreement, or any other agreement mentioned herein, shall at all times be limited in accordance with Austrian Capital Maintenance Rules.

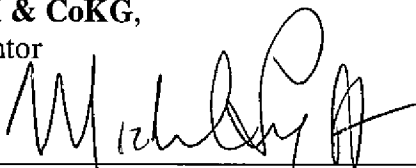
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


**DSM FINE CHEMICALS AUSTRIA Nfg
GmbH & CoKG,**

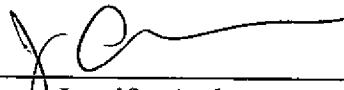
as Grantor

By:


Name: Michael Lytton
Title: Authorized Signatory

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Lana Giffas
Title: Director

By: 
Name: Jennifer Anderson
Title: Associate Director

Schedule I

United States Patents and Pending Patent Applications

Title	Record Owner	Patent or Application No.
Process for preparing L-aspartic acid	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,258,572
Process for the selective enzymatic hydroxylation of aldehydes and ketones	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,287,829
Enzymatic processes for preparing (S)-cyanohydrins	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,337,196
Intumescent laminates with high heat transfer resistance	DSM Fine Chemicals Austria Nfg GmbH & CoKG and DSM Fine Chemicals Austria GmbH	6,340,645 ¹
Method for producing substituted pyridine-carboxylic acids	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,346,623
Process for selective reduction	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,355,822
Process for the oxidation methine groups	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,355,842
Process for reducing the amount of nitrification-inhibiting sulfur compounds	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,387,280
Process for preparing enantiomer-enriched amino- and hydroxyfuranones	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,417,377
Method for producing	DSM Fine Chemicals	6,486,327

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Note: Unclear ownership/assignment records.

hydroxymethylpyridines	Austria Nfg GmbH & CoKG	
Process for the purification and formulation of o-phthalaldehyde	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,486,358
Singlet oxygen oxidation of organic substrates	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,486,360
Process for preparing substituted aromatic and heteroaromatic aldehydes and carboxylic acids	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,518,455
Process for the purification of ketones obtained from the corresponding terpenes by ozonolysis and reduction	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,545,186
Process for preparing carboxylic acids by oxidation of aldehydes	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,593,494
Method for stabilizing hydrogen peroxide	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,677,466
Method for producing oxindoles	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,706,890
Method for the production of optically active cyanohydrins using r-oxynitrilase	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,717,006
Process for the preparation of optically alpha.-hydroxycarboxylic acids	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,781,012
Washing process for the purification of polymers containing N or amino, ammonium or spirobicyclic ammonium groups	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,806,350
Preparation of substituted pyridine N-oxide compounds	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,806,371

Method for producing 2-chloro-5-chloromethyl-1,3-thiazol	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,812,348
Process for the preparation of chiral .alpha.-hydroxycarboxylic acids	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,818,423
Method for the production of 2-coumarone and substituted 2-coumarones	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,858,743
Genes containing a DNA sequence coding for hydroxynitrile lyase, recombinant proteins derived therefrom and having hydroxynitrile lyase activity, and use thereof	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,861,243
Process for the preparation of substituted thiazolines and their intermediates	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,894,170
Process for preparing protected, enantiomer-enriched cyanohydrins by in-situ derivatization	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,909,011
Singlet oxygen oxidation of organic substrates	DSM Fine Chemicals Austria Nfg GmbH & CoKG	6,956,137
Process for preparing heterocyclic (R)- and (S)-cyanohydrins	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,052,885
Process for the continuous drying of polymers containing N or amino, ammonium or spirobicyclic ammonium groups	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,057,010
Preparation of alkylated N- or amino, ammonium or spirobicyclic ammonium group-containing, crosslinked polymers	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,105,631

Alkylation of crosslinked polymers containing N or amino or ammonium groups	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,148,319
Method for producing monocarbonyl compounds or biscarbonyl compounds or hydroxyl compounds	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,169,950
Isolated protein having hydroxynitrile lyase activity	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,202,075
Preparation of aromatic and heteroaromatic carboxylic acids by catalytic ozonolysis	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,371,866
Method for producing chiral .alpha.-hydroxycarboxylic crystalline acids	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,390,647
Method for producing aqueous ortho-phthalaldehyde solutions	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,402,708
Process for transition metal-catalyzed asymmetric hydrogenation of acrylic acid derivatives, and a novel catalyst system for asymmetric transition metal catalysis	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,473,792
Process for transition metal-catalyzed asymmetric hydrogenation of acrylic acid derivatives, and a novel catalyst system for asymmetric transition metal catalysis	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,514,245
Process for preparing racemic alkyl-5-halopent-	DSM Fine Chemicals Austria Nfg GmbH &	7,550,626

4-enecarboxylic acids or carboxylic esters	CoKG	
Process and apparatus for defined communication of polymer gels	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,566,015
Process and apparatus for defined comminution of polymer gels	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,568,643
R-hydroxynitrilases having improved substrate tolerance and the use thereof	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,572,608
Process for preparing high-purity, halogen-free o-phthalaldehyde	DSM Fine Chemicals Austria Nfg GmbH & CoKG	7,858,381
Alpha-substituted .alpha.,.beta.-unsaturated E- or Z-aldehydes, use thereof, and processes for their preparation .alpha.,.beta.	DSM Fine Chemicals Austria Nfg GmbH & CoKG	8,088,955
Polypeptide having esterase activity and recombinant esterase and use thereof	DSM Fine Chemicals Austria Nfg GmbH & CoKG	8,158,393
Tube bundle falling film microreactor for performing gas liquid reactions	DSM Fine Chemicals Austria Nfg GmbH & CoKG	8,221,708
Process for the production of cyclopropane derivatives	DSM Fine Chemicals Austria Nfg GmbH & CoKG	8,497,384
Formation of nitrate esters in microreactors and millireactors using a continuous product extraction in a turbulent flow regime	DSM Fine Chemicals Austria Nfg GmbH & CoKG	8,536,366
Process for working up diacetone acrylamide solutions for the preparation of	DSM Fine Chemicals Austria Nfg GmbH & CoKG	8,581,002

pure diacetone acrylamide		
Polypeptide having esterase activity and recombinant esterase and use thereof	DSM Fine Chemicals Austria Nfg GmbH & CoKG	8,642,312
Process for continuous emulsion polymerization	DSM Fine Chemicals Austria Nfg GmbH & CoKG	13/637,484
Stepwise Execution of Exothermic Reactions with Participation of Carbocations	DSM Fine Chemicals Austria Nfg GmbH & CoKG	11/920,847