504265390 03/09/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4312070

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECEIVING PARTY: RECORDED ON REEL 041476 FRAME 0161. ASSIGNOR(S)HEREBY CONFIRMS THE ASSIGNMENT OF THE ASSIGNEES INTEREST. previously recorded on Reel 041476 Frame 0161. Assignor(s) hereby confirms the CORRECTING THE RECEIVING PARTY DATA ON PREVIOUS FILED ASSIGNMENT DUE TO TYPOGRAPHICAL ERROR.

### **CONVEYING PARTY DATA**

Name	Execution Date
SEPTODONT HOLDING	02/01/2017

### **RECEIVING PARTY DATA**

Name:	BANK OF MONTREAL CORPORATE FINANCE
Street Address:	18TH FLOOR, FIRST CANADIAN PLACE
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5X 1A1

### **PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	6432401
Patent Number:	6872390
Patent Number:	6764678
Patent Number:	7229630
Patent Number:	7261889
Patent Number:	7575757
Patent Number:	7569230

### **CORRESPONDENCE DATA**

Fax Number:

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

**Email:** patentdocket@arentfox.com

**Correspondent Name:** ARENT FOX LLP **Address Line 1:** 1717 K ST. NW

Address Line 4: WASHINGTON D.C., D.C. 20006

ATTORNEY DOCKET NUMBER: 015343.00101

NAME OF SUBMITTER: YELEE Y KIM

PATENT 504265390 REEL: 041937 FRAME: 0511

SIGNATURE:	/Yelee Y. Kim/
DATE SIGNED:	03/09/2017
Total Attachments: 8	
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# Electronic Patent Assignment System

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## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
SEPTODONT HOLDING	02/01/2017

### RECEIVING PARTY DATA

Name:	SEPTODONT HOLDING
Street Address:	58 RUE DU PONT DE CRETEIL
City:	SAINT-MAUR-DES-FOSSES
State/Country:	FRANCE
Postal Code:	94100

### **PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	6432401
Patent Number:	6872390
Patent Number:	6764678
Patent Number:	7229630
Patent Number:	7261889

Patent Number:	7575757
Patent Number:	7569230
Email: patent Correspondence will be sent to the e-mail of provided; if that is unsuccessful, it will be Correspondent Name: AREN	NT FOX LLP
1	K ST. NW HINGTON D.C.,  D.C.    20006
ATTORNEY DOCKET NUME	BER: 015343.00001
NAME OF SUBMITTER:	YELEE Y KIM
Signature:	/Yelee Y. Kim/
Date:	03/06/2017
source=SEPTODONTHOLDING source=SEPTODONTHOLDING source=SEPTODONTHOLDING	G_PatentSecurity Agreement#page1.tif G_PatentSecurity Agreement#page2.tif G_PatentSecurity Agreement#page3.tif G_PatentSecurity Agreement#page4.tif G_PatentSecurity Agreement#page5.tif
RECEIPT INFORMATION	
EPAS ID: PAT4 Receipt Date: 03/06	304675 /2017

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### PATENT SECURITY AGREEMENT

February /, 2017

WHEREAS, SEPTODONT HOLDING, a company organized under the laws of France, having an address at 58 rue du Pont de Créteil, 94100 Saint-Maur-des-Fossés, France (the "Grantor"), owns the letters patent and/or applications for letters patent of the United States of America more particularly described on Schedule 1-A annexed hereto as part hereof (collectively, the "Patents");

WHEREAS, pursuant to the terms of that certain credit agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, Septodont, Inc., Novocol Pharmaceutical of Canada, Inc. and Novocol Healthcare Inc. (collectively, the "Borrowers"), as borrowers, the Bank of Montreal, as administrative agent for itself and the Lenders (as hereinafter defined) (in such capacity, together with its successors and permitted assigns, the "Agent") and the lenders from time to time party thereto (collectively, the "Lenders"), the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers:

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Patent Security Agreement as security for all present and future, direct and indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders from time to time, including those arising under or in connection with the Credit Agreement and the guarantee dated as of the date hereof granted by the Grantor in favour of the Agent and the Lenders, as such guarantee may be amended, restated, supplemented or otherwise modified from time to time (collectively, the "Secured Obligations");

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Agent of a security interest in and mortgage on the Patent Collateral (as hereinafter defined) to secure the prompt payment and performance of the Secured Obligations:

### Section 1. Grant of Security Interest in Patents

The Grantor hereby grants to the Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"): all United States and foreign patents and certificates of invention, or similar industrial property rights, including, but not limited to each patent referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time), and with respect to any and all of the foregoing, (i) all applications therefor including the patent applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all proceeds, payments and rights to payments arising out of the sale, lease, license, assignment, or other disposition thereof.

### Section 2. <u>Security Agreement</u>

The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Agent by the Grantor pursuant to certain other security agreements and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect

to the security interest in the Patent Collateral made and granted hereby are supplemental of such security agreements.

### Section 3. GOVERNING LAW

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Patent Security Agreement to be duly executed as of the date first set forth above.

### SEPTODONT HOLDING

Ву:		2	 	 	
	Name				
	Title:				
Ву:			 		***************************************
	Name:				
	Title:				

U.S. Patent Security Agreement - signature page

BANK OF MONTREAL, as Agent

Ву:

Name:

Title:

Director Loan Syndications

Ву:

Name: Title:

Bernardo A. Arreaga

Director

# Schedule 1-A to the PATENT SECURITY AGREEMENT

**RECORDED: 03/09/2017** 

Publication	Publication	Application	Application			
Number	Date	Number	Date	Title	Assignee/Applicant	Assignee - Current US
US6432401B2	8/13/2002	US2001852751A	5/11/2001	Local anesthetic	Novalar	SEPTODONT HOLDING
				methods and kits	Pharmaceuticals Inc.,DE	SAS
US6872390B2	3/29/2005	US2002155020A	5/28/2002	Local anesthetic	Novalar	SEPTODONT HOLDING
				methods and kits	Pharmaceuticals Inc.,DE	SAS
US6764678B2	7/20/2004	US2002155171A	5/28/2002	Local anesthetic	Novalar	SEPTODONT HOLDING
				methods and kits	Pharmaceuticals Inc., DE	SAS
US7229630B2	6/12/2007	US2003465810A	6/20/2003	Stabilized formulations	Novalar	SEPTODONT HOLDING
				of alpha adrenergic	Pharmaceuticals	SAS
				receptor antagonists	Inc.,DE,US	
				and the uses thereof		
US7261889B2	8/28/2007	US200581640A	3/17/2005	Local anesthetic	Novalar	SEPTODONT HOLDING
				methods and kits	Pharmaceuticals	SAS
					Inc.,San Diego,CA,US	
US7575757B2	8/18/2009	US200582968A	3/18/2005	Stabilized formulations	Novalar	SEPTODONT HOLDING
				of alpha adrenergic	Pharmaceuticals	SAS
				receptor antagonists	Inc.,San Diego,CA,US	
				and the uses thereof		
US7569230B2	8/4/2009	US2006611504A	12/15/2006	Stabilized formulations	Novalar	SEPTODONT HOLDING
				of alpha adrenergic	Pharmaceuticals	SAS
				receptor antagonists	Inc.,San Diego,CA,US	
				and the uses thereof		