

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Patheon Inc.		12/14/2012	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2467654	PATHEON
Registration Number:	3704229	PATHEON
Registration Number:	3789147	PATHEON ADVANTAGE
Registration Number:	3776745	QUICK TO CLINIC
Registration Number:	3789169	PERFORMANCE THE WORLD OVER
Serial Number:	85525023	P-GELS
Serial Number:	85383753	SOLUPATH

**CORRESPONDENCE DATA**

Fax Number:

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

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

OP \$190.00 2467654

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

James P. Murphy

Signature:

/david adams TR/

Date:

12/17/2012

**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS 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 Inc.

- Individual(s)
- Partnership
- Corporation- State: Canada
- Other \_\_\_\_\_

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 12/14/2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Morgan Stanley Senior Funding, Inc., as

Street Address: Collateral Agent, 1300 Thames Street

City: Baltimore

State: MD

Country: USA Zip: 21231

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship US - DE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

SEE SCHEDULE I

B. Trademark Registration No.(s)

SEE SCHEDULE I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party 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 registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

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

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

**9. Signature:**

*James P. Murphy*  
Signature

December 14, 2012

Date

JAMES P. MURPHY

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 14, 2012, (this “**Agreement**”), among Patheon Inc., a corporation organized under the Canada Business Corporations Act (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 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 “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

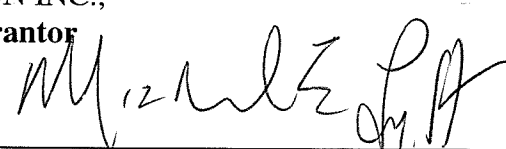
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in 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 Trademark 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 this 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 INC.,  
as the Grantor

By: \_\_\_\_\_

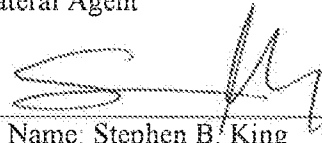
  
Name: Michael E. Lytton  
Title: Secretary

[Signature Page to Short Form Trademark Agreement]

TRADEMARK  
REEL: 004920 FRAME: 0936

MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Collateral Agent

By:

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

Name: Stephen B. King  
Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Registrations:

Owner	Registration Number	Trademark
Patheon Inc.	2467654	PATHEON
Patheon Inc.	3704229	Patheon Design (2008)
Patheon Inc.	3789147	Patheon Advantage
Patheon Inc.	3776745	QUICK TO CLINIC
Patheon Inc.	3789169	Performance the World Over

Applications:

Applicant	Application Number	Trademark
Patheon Inc. and Pro-caps S.A.	85525023	P-GELS
Patheon Inc.	85/383753	SoluPath