

5/7/02

05-07-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102077235

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Derma Sciences, Inc. Sunshine Products, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State (Pennsylvania)(Missouri) [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: CapitalSource Finance LLC Internal Address: Street Address: 4445 Willard Avenue, 12th Fl. City: Chevy Chase State: MD Zip: 20815 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Limited Liability Company (Delaware) 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) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other 4-30-02 Assignment of Security Interest Execution Date: 4-30-02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75-404015 B. Trademark Registration No.(s) 2217346 Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paul Breme Internal Address: Street Address: CapitalSource Finance LLC 4445 Willard Avenue, 12th Floor City: Chevy Chase State: MD Zip: 20815

6. Total number of applications and registrations involved: 25 7. Total fee (37 CFR 3.41) \$ 760 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Paul Breme Name of Person Signing [Signature] Signature 5/3/02 Date

Total number of pages including cover sheet, attachments, and document: 13

05/08/2002 6TON11 00000125 75404015

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 OP 02 FC:482 600.00 OP 03 FC:484 120.00 OP

TRADEMARK REEL: 002461 FRAME: 0978

4.A. Trademark Application Nos.

75-630792 (NEA)

75-627575 (Nutrafill)

75-360455 (Nutrafoam)

75-360454 (Nutrafill)

75-360453 (Nutravue)

75-360452 (Nutracol)

75-360450 (Nutradress)

75-360430 (Nutrasorb)

75-344533 (Nutracleanse)

75-344529 (Nutracream)

75-344528 (Dermasoothe)

75-342556 (Dermastat)

4.B. Trademark Registration Nos.

2077308 (UC Strip)

2055256 (NG Strip)

2055255 (Percu-Stay)

2055254 (LC Strip)

1697316 (Suture Strip)

1370707 (Suture Strip)

1035561 (Flexinet)

1635918 (Apri Vera)

1289485 (Bathe Away)

2011117 (In Between)

1833066 (Mysotrol)

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien is dated as of April 30, 2002, by **DERMA SCIENCES, INC.** and **SUNSHINE PRODUCTS, INC.** (each a "Grantor" and, collectively, the "Grantors"), in favor of **CAPITALSOURCE FINANCE LLC** (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of April 30, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Grantors and the Lender, the Lender has agreed to provide revolving loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors granted to Lender certain liens on the Collateral to secure their Obligations under the Security Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of the Lender;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Security Agreement and to make loans to the Grantors thereunder, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Lender, and grants to the Lender, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DERMA SCIENCES, INC.

By:

Edward J. Quilty
Chairman, President and Chief
Executive Officer

SUNSHINE PRODUCTS, INC.

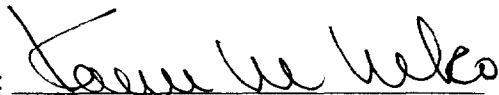
By:

Edward J. Quilty
Chairman, President and Chief
Executive Officer

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Lender

By:



Name: Kathleen M. Miko
Title: Deputy General Counsel

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DERMA SCIENCES, INC.

By: Edward J. Quilty
Edward J. Quilty
Chairman, President and Chief
Executive Officer

SUNSHINE PRODUCTS, INC.

By: Edward J. Quilty
Edward J. Quilty
Chairman, President and Chief
Executive Officer

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Lender

By: _____
Name:
Title:

ACKNOWLEDGEMENT OF GRANTORS

STATE OF NEW JERSEY)
) ss.
COUNTY OF MERCER)

On this 30th day of April, 2002 before me personally appeared Edward J. Quilty, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DERMA SCIENCES, INC. and SUNSHINE PRODUCTS, INC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Thomas P. Gallagher, Esq
Attorney-At-Law, State of New Jersey

SCHEDULE I
to
ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Trademarks held by Derma Sciences, Inc.

Mark	Registration Number (Serial Number)	Registration Date (Filing Date)
ACCU-CLEANSE	2217346	January 12, 1999
UC STRIP	2077308	July 8, 1997
NG STRIP	2055256	April 22, 1997
PERCU-STAY	2055255	April 22, 1997
LC STRIP	2055254	April 22, 1997
SUTURE STRIP	1697316	June 30, 1992
SUTURE STRIP	1370707	November 12, 1985
FLEXINET	1035561	March 9, 1976

Trademarks held by Sunshine Products, Inc.

Mark	Registration Number	Registration Date
APRI VERA	1635918	February 26, 1991
BATHE AWAY	1289485	August 7, 1984
IN BETWEEN	2011117	October 22, 1996
MYSOTROL	1833066	April 26, 1994

B. TRADEMARK APPLICATIONS

Mark	Registration Number	Registration Date
PLEURA-STAY	(75-404015)	(December 11, 1997)
NEA	(75-630792)	(January 25, 1999)
NUTRAFILL	(75-627575)	(January 25, 1999)
NUTRAFOAM	(75-360455)	(September 22, 1997)
NUTRAFILL	(75-360454)	(September 22, 1997)
NUTRAVUE	(75-360453)	(September 22, 1997)
NUTRACOL	(75-360452)	(September 22, 1997)
NUTRADRESS	(75-360450)	(September 22, 1997)
NUTRASORB	(75-360430)	(September 22, 1997)
NUTRACLEANSE	(75-344533)	(August 21, 1997)
NUTRACREAM	(75-344529)	(August 21, 1997)

DERMASOOTHE (75-344528)
DERMASTAT (75-342556)

(August 21, 1997)
(August 18, 1997)

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

N/A

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

Patent Title	Patent Number	Grant Date
TWO-STEP PROCEDURE FOR INDOLENT WOUND HEALING AND AQUEOUS MEDIUM AND TOPICAL OINTMENT USED IN CONNECTION THEREWITH	4,847,083	February 27, 1987