

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Derma Sciences, Inc.		11/08/2007	CORPORATION: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Merrill Lynch Business Financial Services, Inc.
<b>Street Address:</b>	222 North LaSalle Street, 17th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	1941293	HERBIE
Registration Number:	1942948	GLITTER
Registration Number:	0817463	WHITE CROSS
Registration Number:	2284375	AMERICAN WHITE CROSS
Registration Number:	2286916	AMERICAN WHITE CROSS
Registration Number:	2707028	SUPER FLEX
Registration Number:	2708135	WATER SEAL
Registration Number:	3058686	STAT STRIP
Registration Number:	3058465	DURA-BAND
Registration Number:	3099708	AMERICAN WHITE CROSS FIRST AID
Registration Number:	1635918	APRIVERA
Registration Number:	1289485	BATHE AWAY
Registration Number:	2069517	CATH-STRIP
Registration Number:	2772934	DERMA SCIENCES

**CH \$815.00 1941293**

Registration Number:	2912413	DERMAGRAN
Registration Number:	1386543	DERMAGRAN
Registration Number:	1828019	DERMAGRAN
Registration Number:	1695738	DERMAGRAN
Registration Number:	1763594	DERMAGRAN
Registration Number:	2017556	DERMASCIENCE
Registration Number:	2622583	DUMEX
Registration Number:	2184868	GENESIS
Registration Number:	1244091	IN BETWEEN
Registration Number:	2011117	IN BETWEEN
Registration Number:	2569609	
Registration Number:	1833066	MYSOTROL
Registration Number:	2598317	NETFIX
Registration Number:	2055256	NG STRIP
Registration Number:	1638822	S
Registration Number:	1697316	SUTURE STRIP
Registration Number:	2987973	SWASH
Registration Number:	2188862	

**CORRESPONDENCE DATA**

Fax Number: (312)460-7000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: CHIIPDocket@seyfarth.com  
Correspondent Name: Julia K. Sutherland  
Address Line 1: 131 South Dearborn St., Suite 2400  
Address Line 4: Chicago, ILLINOIS 60603-5577

ATTORNEY DOCKET NUMBER:	54000-000017
NAME OF SUBMITTER:	Julia K. Sutherland
Signature:	/Julia K. Sutherland/
Date:	11/12/2007

**Total Attachments: 8**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 8, 2007, by DERMA SCIENCES, INC., a Pennsylvania corporation (the "Grantor"), in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., Delaware corporation ( the "Lender").

### RECITALS

A. The Grantor has entered into a Credit and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit and Security Agreement") with Lender, pursuant to which Lender shall make loans to Grantor.

B. Pursuant to the Credit and Security Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.

D. Pursuant to the terms of the Credit and Security Agreement, Grantor has granted to the Lender, a security interest in substantially all the personal property assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Credit and Security Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

4. each Patent, including, without limitation, each patent referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

5. each Patent License, including, without limitation, each Patent License listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

6. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a patent application referred to in Schedule 2 and any Patent licensed under any Patent License listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

Schedule 1 lists all of the Trademark Collateral of the Grantor and Schedule 2 lists all of the Patent Collateral of the Grantor, in each case, as of the date of this Agreement. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit and Security Agreement.

Signature Page to Follow

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DERMA SCIENCES, INC.

By: Edward J. Kelly  
Title: CEO & President

Acknowledged:

MERRILL LYNCH CAPITAL,  
a Division of Merrill Lynch Business Financial Services Inc.

By: \_\_\_\_\_  
Name:  
Title:

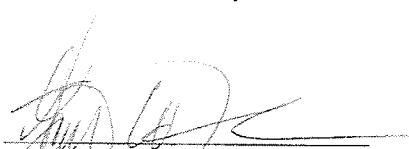
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DERMA SCIENCES, INC.

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

Acknowledged:

MERRILL LYNCH CAPITAL,  
a Division of Merrill Lynch Business Financial Services Inc.

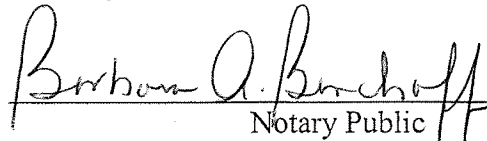
By:   
Name: GRETCHEN W. FETCHER  
Title: VP

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003659 FRAME: 0299**

STATE OF NJ )  
 ) ss  
COUNTY OF Mercur. )

On this 2 day of November, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of DERMA SCIENCES, INC., a Pennsylvania corporation, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
Notary Public

**BARBARA A. BENCHOFF**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 12/2/2007**



**SCHEDULE 1**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Trademarks**

<u>Name</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Date Registered</u>
HERBIE	United States	1,941,293	12/12/1995
GLITTER	United States	1,942,948	12/19/1995
WHITE CROSS	United States	0817463	10/25/1966
AMERICAN WHITE CROSS	United States	2,284,375	10/12/1999
CROSS DESIGN	United States	2,188,862	9/15/1998
AMERICAN WHITE CROSS	United States	2,286,916	10/19/1999
SUPER FLEX	United States	2,707,028	4/15/2003
WATER SEAL	United States	2,708,135	4/15/2003
STAT STRIP	United States	3,058,686	2/14/2006
DURA-BAND	United States	3,058,465	2/14/2006
AMERICAN WHITE CROSS FIRST AID	United States	3,099,708	6/6/2006
APRIVERA	United States	1,635,918	2/26/1991
BATHE AWAY	United States	1,289,485	8/7/1984
CATH-STRIP	United States	2,069,517	6/10/1997
DERMA SCIENCES AND DESIGN	United States	2,772,934	10/14/2003
DERMAGRAN	Australia	A481380	9/28/1989
DERMAGRAN	Canada	334701	11/27/1987
DERMAGRAN	Chile	695894	6/22/2004
DERMAGRAN	Denmark	VR 1989 06057	10/13/1989
DERMAGRAN	France	1447937	2/2/1988
DERMAGRAN	Italy	846011	5/24/2001
DERMAGRAN	United Kingdom	1265487	4/24/1986
DERMAGRAN	United States	2,912,413	12/21/2004

DERMAGRAN	United States	1,386,543	3/18/1986
DERMAGRAN	United States	1,828,019	3/29/1994
DERMAGRAN	United States	1,695,738	6/23/1992
DERMAGRAN	United States	1,763,594	4/6/1993
DERMAGRAN II	Canada	455721	3/22/1996
DERMASCIENCE	United States	2,017,556	11/19/1996
DUMEX	United States	2,622,583	9/24/2002
GENESIS	United States	2,184,868	8/25/1998
IN BETWEEN	United States	1,244,091	7/5/1983
IN BETWEEN	United States	2,011,117	10/22/1996
MISCELLANEOUS DESIGN (ARC AND DROPS)	United States	2,569,609	5/14/2002
MYSOTROL	United States	1,833,066	4/26/1994
NETFIX	United States	2,598,317	7/23/2002
NG STRIP	United States	2,055,256	4/22/1997
S AND DESIGN	United States	1,638,822	3/26/1991
SUTURE STRIP	United Kingdom	1244367	9/26/1988
SUTURE STRIP	United States	1,697,316	6/30/1992
SWASH	United States	2,987,973	8/23/2005

**SCHEDULE 2**  
**to**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents**

<u>Name</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Date Registered</u>
CATHETER ANCHORING DEVICE	United States	5,395,344	3/7/1995
TOPICAL BARRIER COMPOSITION CONTAINING SILICONE AND BENTONITE	United States	6,103,245	8/15/2000