

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BioStratum, Incorporated		05/04/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NephroGenex, Inc.		
Street Address:	104 Carnegie Center		
Internal Address:	Suite 214		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2707434	PYRIDORIN	
Serial Number:	76553466	PYRIDORIN XR	
CORRESPONDENCE DATA			
Fax Number:	(312)913-0003		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3129130001		
Email:	harper@mbhb.com		
Correspondent Name:	David S. Harper		
Address Line 1:	300 S> Wacker Drive		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	99,930		
NAME OF SUBMITTER:	David S. Harper		

CH \$65.00 2707434

Signature:	/David Harper/
Date:	07/08/2009
<p>Total Attachments: 20 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif source=Assignment#page10.tif source=Assignment#page11.tif source=Assignment#page12.tif source=Assignment#page13.tif source=Assignment#page14.tif source=Assignment#page15.tif source=Assignment#page16.tif source=Assignment#page17.tif source=Assignment#page18.tif source=Assignment#page19.tif source=Assignment#page20.tif</p>	

**TERMINATION, ASSIGNMENT, ASSUMPTION AND
PARTICIPATION AGREEMENT**

This Termination, Assignment, Assumption and Participation Agreement (this "Agreement") is made this 4th day of May, 2007 (the "Effective Date") by and between BioStratum, Incorporated, a Delaware corporation ("BioStratum"), and NephroGenex, Inc., a Delaware corporation ("NephroGenex") (each a "Party" and, collectively, the "Parties")

WHEREAS, on or about the date hereof, NephroGenex will issue and sell shares of its Series A Preferred Stock to certain investors (the "Series A Financing") pursuant to the terms of that certain Series A Preferred Stock Purchase Agreement, dated on or about the date hereof, between NephroGenex and the Investors party thereto (the "Purchase Agreement" capitalized terms used, but not defined herein, have the meanings set forth in the Purchase Agreement) and BioStratum, in its capacity as a stockholder of NephroGenex, will directly and indirectly benefit from the Series A Financing;

WHEREAS, BioStratum and NephroGenex entered into that certain License Agreement, dated May 8, 2006, as amended by that certain Amendment to License Agreement, dated September 13, 2006, true and complete copies of each of which is attached hereto as Exhibit A (the "Original Agreement");

WHEREAS, the Original Agreement provides for the license by BioStratum of certain proprietary technology, information and know-how owned or licensed by BioStratum and relating to the manufacture and use of Pyridorin and AGE-Inhibitors (each as defined in the Original Agreement) to NephroGenex (the "Licensed Intellectual Property") pursuant to and in accordance with the terms of the Original Agreement;

WHEREAS, in connection with and as a condition to the Series A Financing, the Parties desire that any and all assets related to the Licensed Intellectual Property owned by or licensed to BioStratum as of the date hereof, including the Licensed Intellectual Property, be irrevocably assigned to NephroGenex; and

WHEREAS, in connection with the foregoing assignment, the Parties desire to terminate the Original Agreement and to set forth their understanding with respect to certain other agreements between them;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties hereby agree as follows:

1. Representations and Warranties.

(a) BioStratum hereby represents and warrants as of the Effective Date, that:

(i) Neither BioStratum, nor, to BioStratum's knowledge NephroGenex, has defaulted, breached or failed to perform any material obligation under the

Original Agreement and that no fact or circumstance exists that, with or without notice or passage of time, or both, would constitute a material breach or default by BioStratum or, to BioStratum's knowledge, by NephroGenex, under the Original Agreement.

(ii) BioStratum is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. BioStratum is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties, including the Assigned Assets.

(iii) All corporate action on the part of BioStratum, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of BioStratum hereunder, has been taken, and this Agreement constitutes a valid and legally binding obligation of BioStratum, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(iv) BioStratum is not in violation or default of any provision of its Certificate of Incorporation or Bylaws, each as in effect as of the Effective Date, or of any instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound, or, to its knowledge, of any provision of any federal or state statute, rule or regulation applicable to BioStratum. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in any such violation or default or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event that results in the creation of any lien, charge or encumbrance upon any assets of BioStratum or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization, or approval applicable to BioStratum, its business or operations or any of its assets or properties.

(v) There is no action, suit, proceeding or investigation pending or, to BioStratum's knowledge, currently threatened against BioStratum that questions the validity of this Agreement, or the right of BioStratum to enter into this Agreements, or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse changes in its business or properties, including the Assigned Assets, nor is BioStratum aware that there is any basis for the foregoing.

(vi) BioStratum has good and marketable title to the Assigned Assets free and clear of all mortgages, liens, loans and encumbrances, except such encumbrances and liens that arise in the ordinary course of business and do not materially impair BioStratum's ownership or use of the Assigned Assets. With respect to the Assigned Assets that it leases, BioStratum is in compliance with such leases and holds a valid leasehold interest free of any liens, claims or encumbrances. At the First Closing by operation of this Agreement, NephroGenex will obtain good and marketable title to all of the Assigned Assets free and clear

of all mortgages, liens, loans and encumbrances, except such encumbrances and liens that arise in the ordinary course of business and do not materially impair NephroGenex's ownership or use of the Assigned Assets.

(vii) [Faint, mostly illegible text, possibly a continuation of a list or a separate clause.]

(b) NephroGenex hereby represents and warrants as of the Effective Date that it has no known claims or causes of action against BioStratum arising out of or relating in any way to the obligations of BioStratum arising under the Assigned Assets.

2. **Termination.** Subject to and conditioned upon the occurrence of the First Closing, the Original Agreement is hereby terminated effective as of the Effective Date. Notwithstanding Sections 5.3, 5.4(b) and 5.5 of the Original Agreement, the Parties agree that only the obligations set forth in Sections 8, 10.1(a), 10.3, 11 and 12 and any payment obligations that arise prior to the Effective Date (other than payment obligations, if any, in cash or equity related to a Qualified Series A Financing (as defined in the Original Agreement)) shall survive the foregoing termination of the Original Agreement.

3. **Assignment and Assumption; Indemnification.**

(a) Subject to and conditioned upon the occurrence of the First Closing, BioStratum hereby irrevocably agrees to and does sell, assign and transfer to NephroGenex its entire right, title and interest in, to and under the following (the "Assigned Assets"):

- (i) the patent and patent applications set forth on Exhibit C (the "Patents");
- (ii) all rights of BioStratum in, to or arising out of (A) the Patents, and (B) any continuations, continuations in part, divisions, re-examinations, re-issues, extensions, and improvements of any of the Patents and any foreign equivalents thereof (such rights, the "Patent Rights");

NephroGenex be obligated to indemnify any BioStratum Indemnified Party for any Losses to the extent that such Losses result from, arise out of, or in any way are related to the gross negligence, willful misconduct or fraud of such BioStratum Indemnified Party.

(d) [Faint text, likely describing indemnification terms and conditions]

4.

(a) [Faint text, likely describing a specific agreement or clause]

[Faint text, likely describing a specific agreement or clause]

(b) Verica A. Ransing. By execution and delivery of this agreement, BioStratum agrees to [Faint text]

(i) [Faint text]

(ii) [Faint text]

other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

8. Entire Agreement. Except as set forth herein, this Agreement contains the entire agreement of the parties with respect to its subject matter hereof and supersedes all prior written and oral agreements.

9. Assignment. This Agreement and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns and legal representatives, but shall not otherwise be for the benefit of any third party. The assignment of shares of the capital stock of NephroGenex to be issued to BioStratum as herein contemplated shall be further governed by the First Refusal and Co-Sale Agreement; provided, further that no transfer may occur prior to the termination of the Survival Period or, if later, any Indemnity Claim Period (each term, as defined in Section 12). Except in the event of willful misconduct or fraud, upon any such permitted assignment of the such shares of NephroGenex capital stock as permitted by the First Refusal and Co-Sale Agreement and after the termination of the Survival Period or, if later, any Indemnity Claim Period, such shares of NephroGenex capital stock shall no longer be subject to the indemnity obligations of Section 3(b).

10. Amendment and Waiver. This Agreement may not be amended and no provision hereof may be waived, except, in the case of an amendment, by a written instrument signed by NephroGenex, Care Capital LLC and BioStratum (or, in the event of a BioStratum Dissolution, by the BioStratum Transferees holding at least a majority of the capital stock of NephroGenex held by all BioStratum Transferees) and, in the case of a waiver of rights, by the Party to be charged.

11. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the Parties shall be enforceable to the fullest extent permitted by law.

12. Survival. The representations and warranties of BioStratum contained in this Agreement shall survive until the eighteen (18) month anniversary of the Effective Date (the "Survival Period"); provided, that any claims for indemnification for which notice has been provided pursuant to Section 3(d) prior to the end of the Survival Period shall survive beyond the Survival Period for an additional period of time as may be necessary to finally resolve such claims (such additional period of time, the "Indemnity Claim Period"), pursuant to (a) the mutual written agreement of the applicable Indemnified Party and Indemnifying Party or (b) a final, non-appealable judgment by a court of competent jurisdiction. Except when another time period is specified herein, all of the covenants in this Agreement (including for indemnification) shall survive until they have been performed in full or waived in writing by the Party hereto entitled to the benefit of such performance.

14. Governance. This Agreement shall be governed by and construed and enforced in accordance with the state laws of the State of Delaware without regard to conflicts of laws principles, and shall be binding upon the Parties in the United States and worldwide.

15. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties may execute this Amendment by signing any such counterpart. A facsimile copy of this Agreement showing the signatures of each of the parties, or, when taken together, multiple facsimile copies of this Agreement showing the signatures of each of the parties, respectively, where such signatures do not appear on the same copy, will constitute an original copy of this Agreement requiring no further execution.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination, Assignment, Assumption and Participation Agreement to be effective as of the Effective Date.

NEPHROGENEX, INC.

By: _____

Print Name: _____

Print Title: _____

BIOSTRATUM, INCORPORATED

By: _____

Print Name: _____

Print Title: _____

EXHIBIT A

Original Agreement
(See attached Agreement)

EXHIBIT B

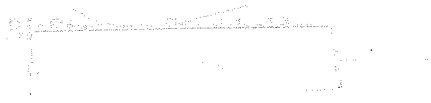


EXHIBIT C

Patents and Patent Applications

EXHIBIT D

Trademarks

Trademark List by Owner

Owner: BIOS Bio Stratum Incorporated

Case Number/Subcase Trademark	Application Country Name	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
PYRIDORIN	99-930-AU Australia	889375 14-Sep-2001	tbd	889375 14-Sep-2001	Registered 14-Sep-2011
	<i>Class(es):</i> 05 Int.		<i>Attorney(s):</i> DSH CPS		
	<i>Agent Name:</i>		<i>Agent Ref:</i>		
	<i>Division:</i> BioStratum Incorporated		<i>Division Ref:</i>		
PYRIDORIN	99-930-CA Canada	1121059 05-Nov-2001		614575 09-Jul-2004	Registered 09-Jul-2019
	<i>Class(es):</i> 05 Int.		<i>Attorney(s):</i> DSH CPS		
	<i>Agent Name:</i> Smart & Biggar/Fotherstonhaugh-Ottawa		<i>Agent Ref:</i>		
	<i>Division:</i> BioStratum Incorporated		<i>Division Ref:</i>		
PYRIDORIN	99-930-ECTM European Community	002376333 14-Sep-2001		002376333 17-Dec-2002	Registered 14-Sep-2011
	<i>Class(es):</i> 05 Int.		<i>Attorney(s):</i> DSH CPS		
	<i>Agent Name:</i> Dr. Volker Vossius		<i>Agent Ref:</i>		
	<i>Division:</i> BioStratum Incorporated		<i>Division Ref:</i>		
PYRIDORIN	99-930-NZ New Zealand	645598 17-Sep-2001	tbd	645598 17-Sep-2001	Registered 17-Sep-2008
	<i>Class(es):</i> 05 Int.		<i>Attorney(s):</i> DSH CPS		
	<i>Agent Name:</i>		<i>Agent Ref:</i>		
	<i>Division:</i> BioStratum Incorporated		<i>Division Ref:</i>		

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Owner: BIOS Bio Stratum Incorporated

Case Number/Subcase Trademark	Application Country Name	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
PYRIDORIN	99-930 United States of America <i>Class(es):</i> 05 Int. <i>Agent Name:</i> <i>Division:</i> BioStratum Incorporated	75/887638 05-Jan-2000	29-Aug-2000	2707434 15-Apr-2003 <i>Attorney(s):</i> DSH JM <i>Agent Ref:</i> <i>Division Ref:</i>	Registered 15-Apr-2013
PYRIDORIN XR	01-1253-AU Australia <i>Class(es):</i> 05 Int. <i>Agent Name:</i> <i>Division:</i> BioStratum Incorporated	889374 14-Sep-2001	tbd 17-Jan-2002	889374 14-Sep-2001 <i>Attorney(s):</i> DSH CPS <i>Agent Ref:</i> <i>Division Ref:</i>	Registered 14-Sep-2011
PYRIDORIN XR	01-1253-CA Canada <i>Class(es):</i> 05 Int. <i>Agent Name:</i> Smart & Biggar/Fetherstonhaugh-Ottawa <i>Division:</i> BioStratum Incorporated	1121058 16-Nov-2001		<i>Attorney(s):</i> DSH CPS <i>Agent Ref:</i> 76909-197 <i>Division Ref:</i>	Pending
PYRIDORIN XR	01-1253-ECTM European Community <i>Class(es):</i> 05 Int. <i>Agent Name:</i> Dr. Volker Vossius <i>Division:</i> BioStratum Incorporated	002376499 14-Sep-2001	057/2003 15-Jul-2003	002376499 22-Jan-2004 <i>Attorney(s):</i> DSH CPS <i>Agent Ref:</i> <i>Division Ref:</i>	Registered 14-Sep-2011

Trademark List by Owner

Owner: BIOS Bio Stratum Incorporated

Case Number/Subcase Trademark	Application Country Name	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
FYRIDORIN XR	01-1253-NZ New Zealand <i>Class(es):</i> 05 Int. <i>Agent Name:</i> <i>Division:</i> BioStratum Incorporated	645599 17-Sep-2001	tbd 26-Oct-2001	645599 17-Sep-2001 <i>Attorney(s):</i> DSH CPS <i>Agent Ref:</i> <i>Division Ref:</i>	Registered 17-Sep-2008
FYRIDORIN XR	01-1253 United States of America <i>Class(es):</i> 05 Int. <i>Agent Name:</i> <i>Division:</i> BioStratum Incorporated	76/553466 22-Oct-2003	27-Jul-2004	<i>Attorney(s):</i> DSH CPS <i>Agent Ref:</i> <i>Division Ref:</i>	Abandoned

EXHIBIT E

Exhibit E

- (1) License Agreement between the University of North Carolina Research Foundation and
Syston, Incorporated, dated August 7, 1961 (RECORDS 240, 240.1, 241 and 241.1), as
revised.
- (2) Licensed and Licensed License Agreement between University of Missouri School of
Medicine, Columbia, Missouri and Syston, Incorporated, dated August 12, 1963, amended
11/24/64, as revised.
- (3) License and Licensing Agreement between White Laboratories, Inc. and
Syston, Inc., for the licensing and development of an extended release formulation of
meprobamate, dated December 12, 1964, amended 1/13/65, 1/22/65, 2/11/65, 3/11/65, 4/1/65,
4/15/65, 5/12/65, 6/1/65, 6/15/65, 7/1/65, 7/15/65, 8/1/65, 8/15/65, 9/1/65, 9/15/65, 10/1/65, 10/15/65, 11/1/65, 11/15/65, 12/1/65, 12/15/65, 1/1/66, 1/15/66, 1/29/66, 2/12/66, 2/26/66, 3/12/66, 3/26/66, 4/9/66, 4/23/66, 5/7/66, 5/21/66, 6/4/66, 6/18/66, 7/2/66, 7/16/66, 7/30/66, 8/13/66, 8/27/66, 9/10/66, 9/24/66, 10/8/66, 10/22/66, 11/5/66, 11/19/66, 12/3/66, 12/17/66, 12/31/66, 1/14/67, 1/28/67, 2/11/67, 2/25/67, 3/11/67, 3/25/67, 4/8/67, 4/22/67, 5/6/67, 5/20/67, 6/3/67, 6/17/67, 6/30/67, 7/14/67, 7/28/67, 8/11/67, 8/25/67, 9/8/67, 9/22/67, 10/6/67, 10/20/67, 11/3/67, 11/17/67, 11/30/67, 12/13/67, 12/27/67, 1/10/68, 1/24/68, 2/7/68, 2/21/68, 3/7/68, 3/21/68, 4/4/68, 4/18/68, 5/2/68, 5/16/68, 5/30/68, 6/13/68, 6/27/68, 7/11/68, 7/25/68, 8/8/68, 8/22/68, 9/5/68, 9/19/68, 10/3/68, 10/17/68, 10/31/68, 11/14/68, 11/28/68, 12/11/68, 12/25/68, 1/8/69, 1/22/69, 2/5/69, 2/19/69, 3/5/69, 3/19/69, 4/2/69, 4/16/69, 4/30/69, 5/14/69, 5/28/69, 6/11/69, 6/25/69, 7/9/69, 7/23/69, 8/6/69, 8/20/69, 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12/2/2014, 12/16/2014, 12/30/2014, 1/13/2015, 1/27/2015, 2/10/2015, 2/2

EXHIBIT F

Liabilities

... (SBCRP), and ... (SBCRP), dated August 27, 2004 (US ... 27) ...
... (SBCRP), as amended, which is being assigned to the Company, provided that as of January 1, 2007,
... (SBCRP) was owed an annual license fee in the amount of \$30,000. As provided in the Original
... (SBCRP), the Company has assumed the obligation to make such payment from Disposition

EXHIBIT G

~~Grand Jurors' Report & Recommendations~~

12841.59-484886 v2

WCSR 3581682v6

E-1

RECORDED: 07/08/2009

**TRADEMARK
REEL: 004018 FRAME: 0925**