

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nephron Pharmaceuticals Corporation		01/09/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, NE		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4235335	ASTHMANEFRIN	
Registration Number:	4263237	NEPHRON PHARMACEUTICALS CORPORATION	
Serial Number:	85518101	VAPONEFRIN	
Serial Number:	85729590	EZ BREATHE ATOMIZER	
Registration Number:	1707750	S2	
Serial Number:	85725993	S2	
Registration Number:	1126970	BETA-2	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		

OP \$190.00 4235335

Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640039
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	02/06/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Nephron Pharmaceuticals Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of January 9, 2013, is between NEPHRON PHARMACEUTICALS CORPORATION (the "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Parent, the Administrative Agent, and the Lenders.

RECITALS:

A The Grantor, certain of Grantor's Affiliates, and the Administrative Agent on behalf of the Secured Parties have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement or if not defined therein, the Credit Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and Security Interest in all General Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and trademark Licenses, and all products and Proceeds thereof, to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further secure the payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and
- (2) each trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and

trademark License, including, without limitation, any trademark or Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

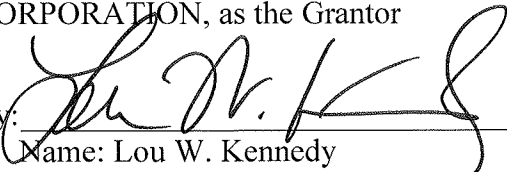
Upon the indefeasible payment in full in cash and the performance of the Secured Obligations and cancellation of the Commitments under the Credit Agreement, the Lien and security interest granted hereunder shall automatically terminate and the Administrative Agent shall promptly take any actions reasonably necessary to terminate and release the Lien and security interest in the Trademark Collateral, including by filing releases of such Lien and security interest in the United States Patent and Trademark Office, and if applicable, other similar offices and agencies of other countries.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

NEPHRON PHARMACEUTICALS
CORPORATION, as the Grantor

By: 
Name: Lou W. Kennedy
Title: President, CEO & Chairman

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

NEPHRON PHARMACEUTICALS
CORPORATION, as the Grantor

By: _____

Name: Lou W. Kennedy

Title: President, CEO & Chairman

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: Andrew S. Lee

Name: Andrew S. Lee



Title: Senior Vice President

Schedule 1

to

Trademark Security Agreement

Owned Marks

Mark	Grantor's % Ownership	Jurisdiction(s)	Registration Office or Common Law	Serial or Registration Number
ASHTHMANEFRIN	100%	United States	USPTO	Reg. No. 4,235,335
 nephron pharmaceuticals corporation	100%	United States	USPTO	Reg. No. 4,263,237
 nephron pharmaceuticals corporation	100%	EU	OHIM	Reg. No. 1097027
NEPHRON PHARMACEUTICALS CORPORATION	100%	United States, EU	Common Law	
VAPONEFRIN	100%	United States	USPTO	Ser. No. 85/518101
EZ BREATHE ATOMIZER	100%	United States	USPTO	Ser. No. 85/729590
S2	100%	United States	USPTO	Reg. No. 1,707,750
S2	100%	United States	USPTO	Ser. No. 85/725993
BETA-2	100%	United States	USPTO	Reg No. 1,126,970

[NEPHRON - TRADEMARK SECURITY AGREEMENT]

ATI-2544416v1

RECORDED: 02/06/2013

**TRADEMARK
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