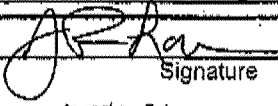


Form PTO-1594 (Rev. 12-08)
 OMB Collection 0651-0027 (exp. 01/31/2009)

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

**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.

<p>1. Name of conveying party(ies):</p> <p>AEROCRINE AB (PUBL)</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>Sweden</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>ROS ACQUISITION OFFSHORE LP</u> Internal Address: <u>c/o Walkers Corporate Services Limited</u> Street Address: <u>Walker House, 87 Mary Street</u> City: <u>George Town, Grand Cayman</u> State: _____ Country: <u>Cayman Islands</u> Zip: <u>KY 1-9005</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input checked="" type="checkbox"/> Limited Partnership Citizenship <u>Cayman Islands</u> <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>April 29, 2013</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2401311, 3119496, 3303027, 2595291</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Thomas Fahey</u> Internal Address: <u>National Corporate Research, Ltd.</u> Street Address: <u>1025 Vermont Avenue NW Suite 1130</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u> Phone Number: <u>202 370 4761</u> Fax Number: <u>800 494 5225</u> Email Address: <u>tfahey@nationalcorp.com</u></p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>\$115</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>Deposit Account Number _____ Authorized User Name _____</p>	
<p>9. Signature:  _____ <u>4/30/13</u> _____ Signature Date</p> <p style="text-align: center;">Jonathan R. Larson Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SHORT-FORM SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2013 (this "Agreement"), is made by AEROCRINE AB (PUBL), a Swedish limited liability company with registration number 556549-1056 (the "Grantor"), in favor of ROS ACQUISITION OFFSHORE LP, as the administrator (together with its successor(s) thereto in such capacity, the "Administrator") for each of the Lenders.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of April 29, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Administrator and ROS Acquisition Offshore LP and Novo A/S, as lenders (the "Lenders"), the Lenders have agreed to make certain Term Loans to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Trademarks Pledge Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Swedish Trademarks Pledge Agreement");

WHEREAS, pursuant to the Credit Agreement and the Swedish Trademarks Pledge Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrator a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrator and each of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Swedish Trademark Pledge Agreement (whether defined therein or by reference to another document).

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrator, for its benefit and the ratable benefit of each other Lender, and hereby grants to the Administrator, for its benefit and the ratable benefit of each other Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

(a) all of its present and future rights, claims and benefits in and under (i) the Trademarks listed on Schedule I hereto, (ii) all Future Trademarks, (iii) each Registered Design and (iv) each Future Design; and

(b) all fees, royalties and other proceeds or rights of any kind deriving from any of the above assets.

SECTION 3. Swedish Trademark Pledge Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrator in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrator for its benefit and the ratable benefit of each other Lender under the Swedish Trademark Pledge Agreement. The Swedish Trademark Pledge Agreement (and all rights and remedies of the Administrator and each Lender thereunder) shall remain in full force and effect in accordance with its terms and not be affected hereby. In the event of any conflict between the provisions of this Agreement and the Swedish Trademark Pledge Agreement, the provisions of the Swedish Trademark Pledge Agreement shall prevail.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrator with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Swedish Trademark Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement.

SECTION 6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York (including for such purpose sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York).

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

AEROCRINE AB (PUBL),
as Grantor

By: Scott D. My
Name: Scott D. My
Title: Chief Executive

[Signature Page to Trademark Security Agreement]

ROS ACQUISITION OFFSHORE LP,
as Administrator

By: RPS Acquisition Offshore GP Ltd.,
its general partner

By: OrbiMed Advisors LLC,
its investment manager

By: 
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL 005048 FRAME 0936

SCHEDULE I
to Trademark Security Agreement

Trademark Title	Application Number	Registration Number	International Registration Number
AEROCRINE	75566902	2401311	
AEROCRINE	78551143	3119496	
NIOX	76171275	3303027	
NIOX	75982202	2595291	
NIOX	79100293	4204066	1084868
NIOX MINO	79006882	3066160	0837592
NIOX VERO	79123409		1143355
KNOWLEDGE IN EVERY BREATH	79123183		1142786

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