

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390094

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                                      | Formerly | Execution Date | Entity Type          |
|---|----------|----------------|----------------------|
| NEPHRON<br>PHARMACEUTICALS<br>CORPORATION |          | 06/30/2016     | Corporation: FLORIDA |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | KAYNE ANDERSON MEZZANINE PARTNERS (QP), LP, AS COLLATERAL AGENT |
| <b>Street Address:</b> | 655 MADISON AVENUE, 18TH FLOOR                                  |
| <b>City:</b>           | NEW YORK  |
| <b>State/Country:</b>  | NEW YORK  |
| <b>Postal Code:</b>    | 10065   |
| <b>Entity Type:</b>    | Limited Partnership: DELAWARE                                   |

## PROPERTY NUMBERS Total: 9

| Property Type        | Number   | Word Mark                           |
|----------------------|----------|-------------------------------------|
| Registration Number: | 4235335  | ASTHMANEFRIN                        |
| Registration Number: | 4263237  | NEPHRON PHARMACEUTICALS CORPORATION |
| Registration Number: | 1707750  | S2                                  |
| Serial Number:       | 85518101 | VAPONEFRIN                          |
| Serial Number:       | 85729590 | EZ BREATHE ATOMIZER                 |
| Serial Number:       | 85725993 | S2                                  |
| Serial Number:       | 86236644 | X-AIR                               |
| Serial Number:       | 86172055 | LEVAL-X                             |
| Serial Number:       | 86172014 | ALBUTER-X                           |

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

TRADEMARK

|   |                   |
|---|-------------------|
| <b>NAME OF SUBMITTER:</b>   | HUMBERTO AQUINO   |
| <b>SIGNATURE:</b>   | /HUMBERTO AQUINO/ |
| <b>DATE SIGNED:</b>   | 07/01/2016        |
| <b>Total Attachments: 4</b><br>source=Trademark Security Agreement#page1.tif<br>source=Trademark Security Agreement#page2.tif<br>source=Trademark Security Agreement#page3.tif<br>source=Trademark Security Agreement#page4.tif |                   |

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN AMENDED AND RESTATED SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF APRIL 20, 2016 AMONG KAYNE ANDERSON MEZZANINE PARTNERS (QP), LP, KAYNE ANDERSON MEZZANINE PARTNERS, LP, KAMPO US, LP, KAYNE CREDIT OPPORTUNITIES FUND, LP, KAYNE CREDIT OPPORTUNITIES FUND (QP), LP, NW PRIVATE DEBT, LLC, PHOENIX LIFE INSURANCE COMPANY, KAYNE KS CREDIT FUND, LP, KAYNE ANDERSON MEZZANINE PARTNERS (QP), LP, AS SUBORDINATED AGENT, NEPHRON PHARMACEUTICALS CORPORATION ("NEPHRON"), NEPHRON SC, INC. ("NEPHRON SC"; NEPHRON SC AND NEPHRON, EACH, A "BORROWER", AND, COLLECTIVELY, THE "BORROWERS"), LBC CREDIT PARTNERS III, L.P., AS ADMINISTRATIVE AGENT (THE "SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF AUGUST 7, 2014 (THE "SENIOR CREDIT AGREEMENT") AMONG THE BORROWERS, THE SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH CREDIT AGREEMENT (SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT) HEREAFTER MAY BE AMENDED, SUPPLEMENTED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND (SUBJECT TO THE TERMS OF THE SUBORDINATION AGREEMENT) TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS PERMITTED BY THE SUBORDINATION AGREEMENT; AND THE ASSIGNEE (AS DEFINED BELOW), BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

#### ASSIGNMENT FOR SECURITY

#### TRADEMARKS

WHEREAS, NEPHRON PHARMACEUTICALS CORPORATION, a Florida corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated June 30, 2016 (the "Security Agreement"), in favor of Kayne Anderson Mezzanine Partners (QP), LP, in its capacity as Collateral Agent for certain purchasers (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of certain purchasers a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks,

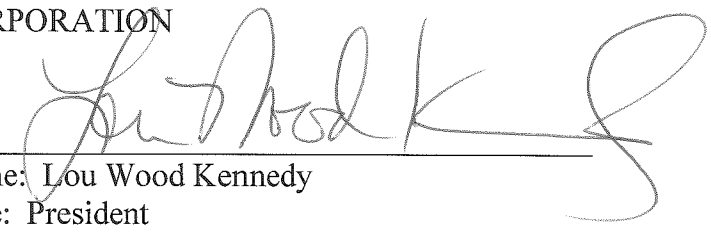
together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the purchasers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the purchasers observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date set forth above.

NEPHRON PHARMACEUTICALS  
CORPORATION

By:   
Name: Lou Wood Kennedy  
Title: President

**SCHEDULE IA**

**ASSIGNMENT FOR SECURITY - TRADEMARKS**

**Owned Marks**

| Name of Owner                       |                                     | Ownership Percentage | Jurisdiction(s)   | Registration Office or Common Law | Serial Or Registration No.         |
|-------------------------------------|-------------------------------------|----------------------|-------------------|-----------------------------------|------------------------------------|
| Nephron Pharmaceuticals Corporation | Asthmanefrin                        | 100%                 | United States     | USPTO                             | Reg. No. 4,235,335                 |
| Nephron Pharmaceuticals Corporation | Nephron Pharmaceuticals Corporation | 100%                 | United States     | USPTO                             | Reg. No. 4,263,237                 |
| Nephron Pharmaceuticals Corporation | Nephron Pharmaceutical Corporation  | 100%                 | EU                | OHIM                              | Reg. No. 1097027                   |
| Nephron Pharmaceuticals Corporation | Nephron Pharmaceuticals Corporation | 100%                 | United States, EU | Common Law                        |                                    |
| Nephron Pharmaceuticals Corporation | Vaponefrin                          | 100%                 | United States     | USPTO                             | Ser. No. 85/518101 (intent-to-use) |
| Nephron Pharmaceuticals Corporation | Ez Breathe Atomizer                 | 100%                 | United States     | USPTO                             | Ser. No. 85/729590                 |
| Nephron Pharmaceuticals Corporation | S2                                  | 100%                 | United States     | USPTO                             | Reg. No. 1,707,750                 |
| Nephron Pharmaceutical Corporation  | S2                                  | 100%                 | United States     | USPTO                             | Ser. No. 85/725993                 |
| Nephron Pharmaceuticals Corporation | X-Air                               | 100%                 | United States     | USPTO                             | Ser. No. 86236644 (intent-to-use)  |
| Nephron Pharmaceuticals Corporation | Leval-X                             | 100%                 | United States     | USPTO                             | Ser. No. 86172055 (intent-to-use)  |
| Nephron Pharmaceuticals Corporation | Albuter-X                           | 100%                 | United States     | USPTO                             | Ser. No. 86172014 (intent-to-use)  |

**Licensed Marks:**

| Name of Licensee | Mark | Name and Address of Licensor |
|------------------|------|------------------------------|
| None             |      |                              |