

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nephron Pharmaceuticals Corporation		08/14/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4235335	ASTHMANEFRIN	
Registration Number:	4263237	NEPHRON PHARMACEUTICALS CORPORATION	
Registration Number:	4516974	EZ BREATHE ATOMIZER	
Registration Number:	4328266	S2	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>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.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-14054		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	08/14/2018		

OP \$115.00 4235335

Total Attachments: 3

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AMENDED AND RESTATED ASSIGNMENT FOR SECURITY (TRADEMARKS)

August 14, 2018

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 1, 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 an Amended and Restated Security Agreement, dated as of the date hereof (the "Security Agreement"), in favor of PNC Bank, National Association, in its capacity as Administrative Agent for certain lenders (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 lenders 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 lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders 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.

This Assignment amends, restates and replaces that certain Assignment for Security (Trademarks), dated as of August 11, 2017, by Assignor in favor of Assignee, but shall not constitute a novation thereof.

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 1
TO
AMENDED AND RESTATED ASSIGNMENT FOR SECURITY (TRADEMARKS)**

Trademarks

Name of Owner	Mark	Ownership Percentage	Jurisdiction(s)	Registration Office or Common Law	Application or Registration Number
Nephron Pharmaceuticals Corporation	Asthmanefrin	100%	United States	USPTO	App. No. 85518098 Reg No. 4,235,335 (10/30/12)
Nephron Pharmaceuticals Corporation	Nephron Pharmaceuticals Corporation	100%	United States	USPTO	App. 85409595 Reg. No. 4,263,237 (12/25/12)
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	Ez Breathe Atomizer	100%	United States	USPTO	App. No. 85729590 Reg No. 4516974 (4/22/14)
Nephron Pharmaceutical Corporation	S2	100%	United States	USPTO	App. No. 85725993 Reg No. 4,328,266 (4/30/13)