

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487384

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pozen Inc.		08/10/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerfield Management Company, L.P., as Administrative Agent		
<b>Street Address:</b>	780 Third Avenue, 37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4462907	POZEN TRANSFORMING MEDICINE. TRANSFORMIN	
<b>Registration Number:</b>	4451596	TRANSFORMING MEDICINE. TRANSFORMING LIVE	
<b>Registration Number:</b>	4372803	POZEN	
<b>Registration Number:</b>	4392547	POZEN	
<b>Registration Number:</b>	2361512	POZEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3125778467		
<b>Email:</b>	rebecca.paul@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca A. Paul c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca A. Paul		
<b>SIGNATURE:</b>	/Rebecca A. Paul/		
<b>DATE SIGNED:</b>	08/24/2018		
<b>Total Attachments: 3</b>			
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Super-Priority Debtor-in-Possession Security and Pledge Agreement dated as of August 10, 2018 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Deerfield Management Company, L.P., a Delaware limited partnership, as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") for the Secured Parties, the undersigned Obligor has granted a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the trademarks and trademark applications set forth on Schedule 1 hereto to the Administrative Agent for the Secured Parties. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement, or if not defined therein, in the Credit Agreement (as defined in the Agreement).

The undersigned Obligor and the Administrative Agent, on behalf the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement, (ii) is not to be construed as an assignment of any trademark or trademark application and (iii) does not include any intent to use trademark applications unless and until an amendment to allege use has been filed with and accepted by the United States Patent and Trademark Office.

Very truly yours,

POZEN INC

By: 

Name: Andrew I. Koven

Title: President

Acknowledged and Accepted:

DEERFIELD MANAGEMENT COMPANY, L.P.,  
as Administrative Agent

By: Flynn Management, LLC, its General Partner

By: \_\_\_\_\_

Name: David Clark

Title: Authorized Signatory

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Very truly yours,

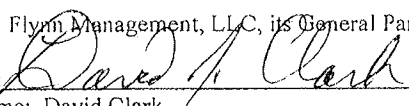
POZEN INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

DEERFIELD MANAGEMENT COMPANY, L.P.,  
as Administrative Agent

By: Flynn Management, LLC, its General Partner

By:   
Name: David Clark  
Title: Authorized Signatory

**SCHEDULE I**

**Trademarks:**

Loan Party	Product	Mark	Status	Application	Filing Date	Registration	Reg. Date
POZEN Inc.		POZEN MEDICINE. TRANSFORMING LIVES.	Granted	77/872,304	11/13/2009	4,462,907	1/7/2014
POZEN Inc.		TRANSFORMING MEDICINE. TRANSFORMING LIVES.	Granted	77/872,318	11/13/2009	4,451,596	12/17/2013
POZEN Inc.		POZEN (design)	Granted	77/872,440	11/13/2009	4,372,803	7/23/2013
POZEN Inc.		POZEN (design)	Granted	77/872,462	11/13/2009	4,392,547	8/27/2013
POZEN Inc.		POZEN	Granted	75/568,279	10/13/1998	2,361,512	6/27/2000