

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tris Pharma, Inc.		09/21/2018	Corporation: NEW JERSEY
NextWave Pharmaceuticals Incorporated		09/21/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Deerfield Management Company, L.P., as the Agent
Street Address:	780 Third Avenue, 37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2729831	TRIS PHARMA
Registration Number:	3257184	LIQUIXR
Registration Number:	3944722	LIQUIXR
Registration Number:	3566062	MYKIDZ IRON
Registration Number:	3565072	MYKIDZ IRON FL
Registration Number:	4214168	MYKIDZ
Registration Number:	4974490	KARBINAL
Registration Number:	5032413	DYANAVEL
Registration Number:	4013428	NEXICLON
Serial Number:	87477951	BENZONEX
Serial Number:	87067772	TRIZELYS
Registration Number:	4837227	TUZISTRA
Registration Number:	5115386	QUILLICHEW
Registration Number:	4511557	QUILLIVANT XR
Registration Number:	4773348	MAKING MOMENTS
Registration Number:	4392798	QUILLIVANT
Registration Number:	4565328	MAKING MOMENTS
Registration Number:	5120845	QUILLICHEW ER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4425993	NEXTWAVE PHARMACEUTICALS

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	09/24/2018

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 21, 2018 is made by TRIS PHARMA, INC., a New Jersey corporation, and NEXTWAVE PHARMACEUTICALS INCORPORATED (collectively, the "Grantor"), in favor of DEERFIELD MANAGEMENT COMPANY, L.P., in its capacity as agent (in such capacity, together with its successors and assigns, the "Agent") for the benefit of the Secured Parties from time to time party to that certain Facility Agreement, dated as of the date hereof (as it may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Facility Agreement"), by and among TRIS PHARMA, INC. as a Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Facility Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Facility Agreement, the Grantor (among others) has executed and delivered a Guaranty and Security Agreement, dated as of September 21, 2018 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property included among the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Facility Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, 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 or provided by reference in the Security Agreement or if not defined therein, in the Facility Agreement, and as this Agreement shall be subject to the rules of interpretation set forth in Section 1.2 of the Facility Agreement, which rules of interpretation are incorporated herein by this reference, *mutatis mutandis*.

SECTION 2. The Grantor hereby unconditionally grants to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of the Grantor's Obligations, a security interest in all of its right, title and

interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- A. all of its trademarks, service marks, trademark and service mark registrations and applications for any of the foregoing, including, without limitation, those referred to on Schedule A hereto;
- B. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and
- C. all claims, rights and interests in and all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing, including the right to sue for and recover any damages or (ii) injury to the goodwill associated with any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Facility Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest 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. The security interest granted pursuant to this Agreement is subject to the terms, conditions and limitations set forth in the Security Agreement.

SECTION 6. Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, service marks, trademark or service mark registrations or applications for any of the foregoing, or any extensions thereof, the provisions of this Agreement shall automatically apply thereto and the Grantor shall give prompt notice in writing to Agent with respect thereto consistent with the notice requirements set forth in the Security Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes

Agent unilaterally to modify this Agreement by amending Schedule A to include any such new trademark or service mark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.


SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING APPLICABLE LAW, CONSENT TO JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 8.10, 8.11 AND 8.12 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

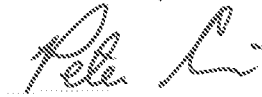
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

TRIS PHARMA, INC.,
a New Jersey corporation

By: 
Name: Peter Ciano
Title: Acting Chief Financial Officer

NEXTWAVE PHARMACEUTICALS
INCORPORATED, a Delaware corporation

By: 
Name: Peter Ciano
Title: Vice President and Assistant Secretary

DEERFIELD MANAGEMENT COMPANY,
L.P. (Series C),

By: Flynn Management LLC, its General Partner
as the Agent

By: 
Name: David J. Clark
Title: Authorized Signatory

Schedule A

TRADEMARKS – TRIS PHARMA, INC.

TRADEMARK	FILING DATE	COUNTRY	STATUS	SN/Registration No.	REG. DATE
TRIS PHARMA	Oct 5, 2000	US	Registered	2729831	June 24, 2003
LIQUIXR	May 31, 2004	US	Registered	3257184	June 26, 2007
LIQUIXR	Jul 8, 2008	US	Registered	3944722	April 12, 2011
MY KIDZ IRON	Aug 24, 2006	US	Registered	3566062	January 20, 2009
MYKIDZ IRON FL	Nov 22, 2006	US	Registered	3565072	January 20, 2009
MYKIDZ	Apr 24, 2008	US	Registered	4214168	September 25, 2012
KARBINAL	Mar 18, 2015	US	Registered	4974490	June 7, 2016
DYANAVEL	Sep 8, 2015	US	Registered	5032413	August 30, 2016
NEXICLON	May 8, 2010	US	Registered	4013428	August 16, 2011
QUILLIVANT XR	February 1, 2017	Israel	Pending	App # 291627	
BENZONEX	June 6, 2017	US	Allowed	87/477,951	
TRIZELYS	Jan 10, 2016	US	Allowed	87/067,772	
TUZISTRA	May 7, 2015	European Union	Registered	014037691	Sep 10, 2015
TUZISTRA	Jul 15, 2013	US	Registered	4837227	Oct 20, 2015

TRADEMARKS – NEXTWAVE PHARMACEUTICALS INCORPORATED

TRADEMARK	FILING DATE	COUNTRY	STATUS	SN/Registration No.	REG. DATE
QUILLICHEW	07/13/2015	US	Registered	5115386	January 3, 2017
NEXT WAVE PHARMACEUTICALS	08/24/2011	US	Registered	4425993	October 29, 2013
QUILLIVANT XR	08/15/2012	US	Registered	4511557	April 8, 2014
MAKING MOMENTS	04/30/2013	US	Registered	4773348	July 14, 2015
QUILLIVANT	07/12/2017	Canada	Filed	1846985 (Appl. No.)	July 12, 2017 (Appl. date)
MAKING MOMENTS	04/30/2013	US	Registered	4565328	July 8, 2014
QUILLIVANT	05/27/2011	US	Registered	4392798	August 27, 2013
QUILLICHEW ER	11/12/2015	US	Registered	5120845	January 12, 2017