

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEMPHARM, INC.		02/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DEERFIELD PRIVATE DESIGN FUND III, L.P.		
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3407202	KEMPHARM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-577-8574		
Email:	humberto.aquino@katten.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	333285-00102		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	02/28/2020		
Total Attachments: 6			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 28th day of February, 2020, by KEMPHARM, INC., a Delaware corporation (“**Grantor**”), in favor of DEERFIELD PRIVATE DESIGN FUND III, L.P., in its capacity as “Collateral Agent” (as defined in the Guaranty Agreement described below), (the “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor and Grantee, have entered into a certain Facility Agreement dated as of June 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Facility Agreement**”), pursuant to which Grantee has agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor.

WHEREAS, Grantor and Grantee are parties to that certain Guaranty and Security Agreement dated as of June 2, 2014, among Grantee, Grantor and the subsidiaries of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Initial Guaranty Agreement**”), as amended and restated by that certain Amended and Restated Guaranty and Security Agreement dated as of December 18, 2019, among Grantee, Grantor and the other “Grantors” (as defined therein) party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty Agreement**”).

WHEREAS, in connection with the Initial Guaranty Agreement, Grantor and Grantee entered into that certain Trademark Security Agreement dated as of June 2, 2014, which was recorded with the United States Patent and Trademark Office on June 3, 2014, at Reel/Frame 5294/0605 (the “**Existing Trademark Security Agreement**”).

WHEREAS, in connection with the amendment and restatement of the Initial Guaranty Agreement, the Existing Trademark Security Agreement is being amended and restated pursuant to this Agreement.

WHEREAS, pursuant to the Guaranty Agreement, Grantor has granted to Grantee a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Grantor (collectively, the “**Trademarks**”), including registrations and applications therefor, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Guaranty Agreement); provided that the foregoing shall exclude all Excluded Property (as such term is defined in the Guaranty Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Facility Agreement and Guaranty and Security Agreement. The Facility Agreement and Guaranty Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Guaranty Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark..

3. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in such State. All legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a Party or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding.

4. Transaction Document. This Agreement shall constitute a Transaction Document.

5. Amendment and Restatement. This Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement. All obligations and security interests granted under the Existing Trademark Security Agreement are hereby renewed and

continued and hereafter will be governed by this Agreement. The execution and delivery of this Agreement is not intended to constitute a novation of any of the liens, security interests or other obligations evidenced or created by the Existing Trademark Security Agreement. As of the date hereof, the terms of the Existing Trademark Security Agreement shall be amended, supplemented, modified and restated in their entirety by the term set forth herein and all security interests granted thereunder shall be deemed to be obligations outstanding and security interests granted under this Agreement without any further action by any Person.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KEMPHARM, INC., a Delaware corporation

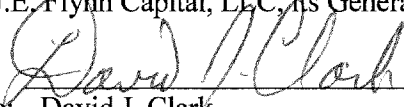
By: R. LaDuane Clifton
Name: R. LaDuane Clifton
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above:

DEERFIELD PRIVATE DESIGN FUND III, L.P.

By: Deerfield Mgmt., L.P., is General Partner

By: J.E. Flynn Capital, LLC, its General Partner

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

Schedule A

Mark	Country	Serial No.	Registration No.	Registration Date
KEMPHARM	US	78910382	3407202	4/1/2008