OP \$90.00 8551809

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM838382

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nephron Pharmaceuticals Corporation		09/11/2023	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: 3

Property Type	Number	Word Mark
Serial Number:	85518098	ASTHMANEFRIN
Serial Number:	85409595	NEPHRON PHARMACEUTICALS CORPORATION
Serial Number:	85729590	EZ BREATHE ATOMIZER

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye (074658-14054 F.M.)

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-14054	
NAME OF SUBMITTER:	Timothy D. Pecsenye	
SIGNATURE:	/Timothy D. Pecsenye/	
DATE SIGNED:	09/11/2023	

Total Attachments: 3

TRADEMARK REEL: 008194 FRAME: 0213 source=Nephron - Second AR Trademark Security Agreement Executed#page1.tif source=Nephron - Second AR Trademark Security Agreement Executed#page2.tif source=Nephron - Second AR Trademark Security Agreement Executed#page3.tif

TRADEMARK REEL: 008194 FRAME: 0214

SECOND AMENDED AND RESTATED ASSIGNMENT FOR SECURITY (TRADEMARKS)

September 11, 2023

WHEREAS, NEPHRON PHARMACEUTICALS CORPORATION, a Florida corporation (the "<u>Assignor</u>"), 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 "<u>Trademarks</u>");

WHEREAS, the Assignor, has entered into a Second Amended and Restated Security Agreement, dated as of the date hereof (as the same may be further amended, modified, supplemented, renewed, restated or replaced from time to time, the "Security Agreement"), in favor of PNC Bank, National Association, in its capacity as Administrative Agent for certain lenders (in such capacity, together with its successors and assigns, 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 Second Amended and Restated Assignment for Security (Trademarks) amends, restates and replaces that certain Amended and Restated Assignment for Security (Trademarks), dated as of August 14, 2018, by Assignor in favor of Assignee, but shall not constitute a novation thereof.

[signature page to follow]

TRADEMARK
REEL: 008194 FRAME: 0215

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 ASSIGNMENT FOR SECURITY (TRADEMARKS)

Trademarks

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

TRADEMARK REEL: 008194 FRAME: 0217

RECORDED: 09/11/2023