

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS RESIGNING ADMINISTRATIVE AGENT		04/01/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS SUCCESSOR ADMINISTRATIVE AGENT
Street Address:	500 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2578523	INSPIRE
Registration Number:	2886977	INSPIRE
Registration Number:	2886978	INSPIRE
Registration Number:	2578526	INSPIRE
Registration Number:	4054995	INSPIRE
Registration Number:	2097099	
Registration Number:	3428648	TRANSPORT OF IONS TO GENERATE EPITHELIAL
Registration Number:	3424600	
Registration Number:	2117424	INSPIRE PHARMACEUTICALS, INC.

CORRESPONDENCE DATA

Fax Number: 7202743133

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: 720-598-3456

Email: lorri.strizich@wilmerhale.com

Correspondent Name: LORRI STRIZICH

Address Line 1: C/O WILMERHALE

Address Line 2: 1225 17TH STREET, SUITE 2600

TRADEMARK

Address Line 4:	DENVER, COLORADO 80202
NAME OF SUBMITTER:	Lorri Strizich
SIGNATURE:	/lorristrizich/
DATE SIGNED:	04/01/2020
Total Attachments: 5 source=Akorn_-Trademark_Security_Agreement_Assignment_(Inspire_-_2014)#page1.tif source=Akorn_-Trademark_Security_Agreement_Assignment_(Inspire_-_2014)#page2.tif source=Akorn_-Trademark_Security_Agreement_Assignment_(Inspire_-_2014)#page3.tif source=Akorn_-Trademark_Security_Agreement_Assignment_(Inspire_-_2014)#page4.tif source=Akorn_-Trademark_Security_Agreement_Assignment_(Inspire_-_2014)#page5.tif	

**Assignment and Assumption of
Confirmatory Grant of Security Interest in United States Trademarks**

This ASSIGNMENT AND ASSUMPTION OF CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Assignment and Assumption”) effective as of April 1, 2020 (“Effective Date”) is made by JPMorgan Chase Bank, N.A., as resigning administrative agent, as assignor (“Assignor”), and Wilmington Savings Fund Society, FSB, a federal savings bank, as successor administrative agent, as assignee (“Assignee”);

WHEREAS, Inspire Pharmaceuticals, Inc., a Delaware corporation (“Grantor”), and Assignor entered into that certain Confirmatory Grant of Security Interest in United States Trademarks dated as of April 17, 2014 (“Trademark Security Agreement”) pursuant to that certain Term Loan Pledge and Security Agreement dated as of April 17, 2014 among Grantor, the other Loan Parties listed on the signature pages thereto, and Assignor (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), and that certain Loan Agreement dated April 17, 2014 among Grantor, the Loan Guarantors, the Lenders party thereto and Assignor (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Assignor received from Grantor a security interest in certain intellectual property, including, but not limited to, the trademarks set forth on Exhibit A, including such other trademark rights set forth in the Trademark Security Agreement (“Trademark Collateral”) which Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 5263 Frame 0991; and

WHEREAS, pursuant to that certain Resignation and Appointment Agreement dated as of the date hereof by and among Assignor as resigning administrative agent and Assignee as succeeding administrative agent, among other parties (“Instrument”), Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent under the Loan Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

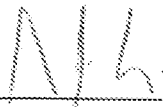
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

JPMORGAN CHASE BANK, N.A.,
as Assignor

By: Justin Mark
Name: Justin Martin
Title: Authorized officer

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Assignee

By: 
Name: _____
Title:

Geoffrey J. Lewis
Vice President

Exhibit A

Trademark Collateral

Trademark	Owner	Status in Trademark Office	Registration/ Application No. Date	Country
INSPIRE	INSPIRE PHARMACEUTICALS, INC.	Registered	2578523 06/11/2002	United States
INSPIRE	INSPIRE PHARMACEUTICALS	Registered	2886977 09/21/2004	United States
INSPIRE AND DESIGN	INSPIRE PHARMACEUTICALS	Registered	2886978 09/21/2004	United States
INSPIRE AND DESIGN	INSPIRE PHARMACEUTICALS	Registered	2578526 06/11/2002	United States
INSPIRE AND DESIGN (COLOR)	INSPIRE PHARMACEUTICALS	Registered	4054995 11/15/2011	United States
INSPIRE DESIGN	INSPIRE PHARMACEUTICALS	Registered	2097099 09/16/1997	United States
INSPIRE DESIGN (WITH TIGER)	INSPIRE PHARMACEUTICALS	Registered	3428648 05/13/2008	United States
INSPIRE DESIGN (WITH TIGERS)	INSPIRE PHARMACEUTICALS	Registered	3424600 05/06/2008	United States
INSPIRE PHARMACEUTICALS AND DESIGN	INSPIRE PHARMACEUTICALS	Registered	2117424 12/02/1997	United States