

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inspire Pharmaceuticals, Inc.		05/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2578523	INSPIRE	
Registration Number:	2578526	INSPIRE	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	06322-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	05/26/2020		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of May 22, 2020 by and from INSPIRE PHARMACEUTICALS, INC., a Delaware corporation (the “Grantor”), to and in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB (the “Grantee”), for itself and as Administrative Agent for the Secured Parties (as defined in the DIP Loan Agreement referenced below).

WHEREAS, the Grantor, the other Loan Parties, the Lenders and Grantee have entered into a Senior Secured Super-Priority Term Loan Debtor-in-Possession Loan Agreement dated May 22, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the “DIP Loan Agreement”).

WHEREAS, the Grantor and the other Loan Parties have entered into a Debtor-in-Possession Pledge and Security Agreement dated May 22, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the DIP Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

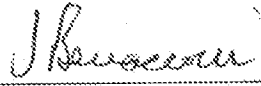
(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor’s right, title and interest in and to the Trademarks, together with (2) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect to the Trademarks (including without limitation damages and payments for all causes of action arising prior to or after the date hereof for infringement of the Trademarks), and (3) the goodwill associated with such Trademarks.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the day and year first above written.

INSPIRE PHARMACEUTICALS, INC.

By 
Name: Joseph Bonaccorsi
Title: Secretary

Signature Page to Confirmatory Grant of
Security Interest in Unites States Trademarks
(DIP Loan Agreement Akorn, Inc.)

TRADEMARK
REEL: 006946 FRAME: 0434

CONFIRMATORY GRANT OF SECURITY
INTEREST IN UNITED STATES
TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Title	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
INSPIRE	USA	76308782	9/4/2001	2,578,523	6/11/2002	Registered	Inspire Pharmaceuticals, Inc.
INSPIRE AND DESIGN	USA	76309035	9/4/2001	2,578,526	6/11/2002	Registered	Inspire Pharmaceuticals, Inc.