

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453506

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TESARO, INC. | | 12/06/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BioPharma Credit PLC | | |
| Street Address: | c/o Beaufort House, 51 New North Road | | |
| City: | Exeter | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | EX4 4EP | | |
| Entity Type: | Public Limited Company: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4597417 | T | |
| Registration Number: | 4235424 | T | |
| Registration Number: | 4234452 | TESARO | |
| Registration Number: | 4893721 | VARUBI | |
| Serial Number: | 86593815 | VARUBI ROLAPITANT | |
| Registration Number: | 5242730 | ZEJULA | |
| Registration Number: | 5252531 | ZEJULA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2128721002 | | |
| <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: | 212-872-8078 | | |
| Email: | alui@akingump.com, kkoehler@akingump.com | | |
| Correspondent Name: | Amanda K. Lui | | |
| Address Line 1: | One Bryant Park | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| NAME OF SUBMITTER: | Kwan Koehler | | |
| SIGNATURE: | /Kwan Koehler/ | | |
| DATE SIGNED: | 12/06/2017 | | |

CH \$190.00 4597417

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2017, is made by TESARO, Inc. ("Grantor"), in favor of BIOPHARMA CREDIT PLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") on behalf of itself, Lenders and the other Secured Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of November 21, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among TESARO, Inc. ("Borrower"), TESARO Securities Corporation (as an additional Credit Party), BioPharma Credit Investments IV Sub L.P and the Collateral Agent, the Lenders (as defined in the Loan Agreement) have agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of December 6, 2017 in favor of the Collateral Agent for the benefit of Lenders and the other Secured Parties (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Loan Agreement) of Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Loan Agreement and to induce Lenders to make its extensions of credit to Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of itself, Lenders and the other Secured Parties, and grants to the Collateral Agent, for the benefit of itself, Lenders and the other Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, in each case, solely to the extent constituting Collateral (and excluding any Excluded Property) (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses and IP Ancillary Rights providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any "intent to use" Trademark applications for which a statement of use has not been filed (but only excluding such applications until such statement is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of Lenders and the other Secured Parties pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of the Collateral Agent on behalf of Lenders and the other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

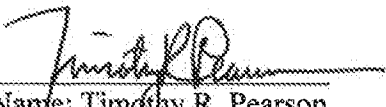
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement 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 without regard to any principle of conflicts of law that could require the application of the law of any other jurisdiction.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TESARO, INC.
as Grantor

By: 
Name: Timothy R. Pearson
Title: Executive Vice President
and Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006232 FRAME: 0124

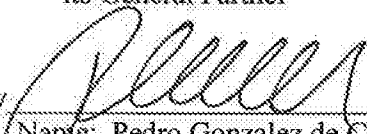
ACCEPTED AND AGREED
as of the date first above written:

BIOPHARMA CREDIT PLC,
as Collateral Agent

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By



Name: Pedro Gonzalez de Cosio
Title: Managing Member

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

| Owner | Mark | Registration number | Registration date |
|--------------|--------------------------------------|---------------------|-------------------|
| TESARO, Inc. | T Design* (pharmaceutical) | 4597417 | 9/2/2014 |
| TESARO, Inc. | T Design* (research and development) | 4235424 | 10/30/2012 |
| TESARO, Inc. | TESARO | 4234452 | 10/30/2012 |

| Owner | Mark | Registration number (Application number) | Registration date |
|--------------|--|---|-------------------|
| TESARO, Inc. | VARUBI | 4893721 | 101/26/2016 |
| TESARO, Inc. | VARUBI ROLAPITANT (& Color Teardrop Design) | (86-593815) | |

| Owner | Mark | Registration number | Status |
|--------------|----------------------------|---------------------|-----------|
| TESARO, Inc. | ZEJULA | 5,242,730 | 7/11/2017 |
| TESARO, Inc. | ZEJULA (& Color Design)*** | 5,252,531 | 7/25/2017 |