

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NovoCure Limited		02/07/2018	Corporation: JERSEY
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4899330	OPTUNE	
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:	212-872-8081		
Email:	gsecol@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Geoffrey Secol		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Kwan Koehler		
SIGNATURE:	/Kwan Koehler/		
DATE SIGNED:	02/07/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2018, is made by NovoCure Limited (“Grantor”), in favor of BioPharma Credit PLC, as lender (in such capacity, together with its successors and permitted assigns, “Lender”) on behalf of itself and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of February 7, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and between Novocure Limited (“Borrower”) and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of February 7, 2018 in favor of Lender (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 Credit 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 Lender to enter into the Credit Agreement and to induce Lender to make its extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender 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 Lender, for the benefit of itself and the other Secured Parties, and grants to Lender, for the benefit of itself 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 (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 Lender pursuant

to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the obligations, rights and remedies of Grantor and of Lender 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.

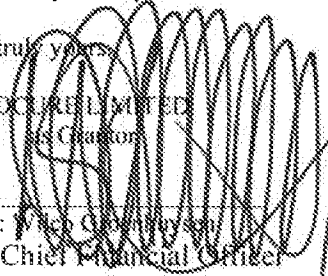
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

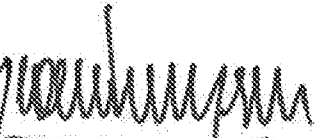
[SIGNATURE PAGES FOLLOW]

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,

NOVOCEL LIMITED
its Grantor

By: 
Name: Michael G. [unclear]
Title: Chief Financial Officer



ACCEPTED AND AGREED
as of the date first above written:

BIOPHARMA CREDIT PLC,
as Lender

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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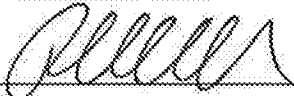
By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BIOPHARMA CREDIT PLC,
as Lender

By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By:  _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Name of Entity</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
NovoCure Limited	European Union	Optune	11/6/2014	Registered	13436911
NovoCure Limited	Israel	Optune	11/9/2014	Registered	269517
NovoCure Limited	Japan	Optune	11/6/2014	Registered	5805705
NovoCure Limited	Switzerland	Optune	11/6/2014	Registered	669056
NovoCure Limited	United States	Optune	10/28/2014	Registered	4899330

2. TRADEMARK APPLICATIONS

<u>Name of Entity</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
NovoCure Limited	European Union	Novocure	11/20/2017	Pending	17498833
NovoCure Limited	Israel	Novocure	11/29/2017	Pending	300343
NovoCure Limited	Japan	Novocure	11/29/2017	Pending	2017-157220

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]