

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Limited Release of Security Interest in Trademarks (Reel 6232 / Frame 0120)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOPHARMA CREDIT PLC		07/12/2018	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	TESARO, INC.		
Street Address:	1000 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5335795	VARUBI ROLAPITANT	
Registration Number:	4893721	VARUBI	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Valerie Brennan of Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102-3302		
ATTORNEY DOCKET NUMBER:	038147.08		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/VB/		
DATE SIGNED:	07/16/2018		
Total Attachments: 4			
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LIMITED RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This LIMITED RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Limited Release") is made as of July 12, 2018 ("Effective Date"), by BIOPHARMA CREDIT PLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent"), in favor of TESARO, Inc., a Delaware corporation (the "Borrower").

WHEREAS, reference is made to that certain Loan Agreement, dated as of November 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrower, TESARO Securities Corporation (as an additional Credit Party), BioPharma Credit Investments IV Sub L.P. and the Collateral Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of December 6, 2017, by the Borrower in favor of the Collateral Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), the Borrower mortgaged, pledged and hypothecated to the Collateral Agent, for the benefit of itself, the Lenders and the other Secured Parties, a security interest in and to all of the Borrower's right, title and interest in, to and under certain intellectual property rights of the Borrower, including, without limitation, the Trademark Collateral (as such term is defined in the Trademark Security Agreement) set forth on Schedule A hereto (the "Released Trademark Collateral"), to secure the payment of all amounts owed by the Borrower under the Loan Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 6, 2017 at Reel 6232 and Frame 0120;

WHEREAS, in connection with the sale, conveyance, assignment and transfer by the Borrower of certain assets related to the business of researching, development, sourcing, manufacturing, marketing, distributing and selling certain pharmaceutical products containing rolapitant in the United States and Canada, the Borrower will sell, convey, assign and transfer to a third party all of its right, title and interest in and to all of the Released Trademark Collateral, effective as of the Effective Date; and

WHEREAS, the Collateral Agent now desires to release its security interest in the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby covenants and agrees as follows:

1. Defined Terms. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement or the Trademark Security Agreement, as appropriate.

2. Release of Grant of Security Interest. The Collateral Agent, on behalf of itself, the Lenders and the other Secured Parties, hereby cancel, terminates and releases all of its security interest and the Lenders' and the other Secured Parties' security interest in all of Borrower's right, title and interest in and to the Released Trademark Collateral granted pursuant to the Trademark Security Agreement (and only in and to the Released Trademark Collateral), and discharges, quit claims and relinquishes unto the Borrower (in each case without recourse and without any representation or warranty) all right, title and interest the Collateral Agent, the Lenders and the other Secured Parties have in and to the Released Trademark Collateral (and only the Released Trademark Collateral).

3. Recordation. The Collateral Agent authorizes and requests that the Commissioner of Trademarks and any other applicable government officer or relevant governmental authority record this Limited Release.

4. No Novation. Except as expressly set forth above with respect to the Released Trademark Collateral (and only with respect to the Released Trademark Collateral), nothing contained herein shall terminate, release, discharge, affect or impair any other security interest, Lien, rights or interests of the Collateral Agent, the Lenders or any other Secured Party, or authorize any Person to take any action effectuating any of the foregoing, as to any other Trademark Collateral or as to any other Loan Document.

5. Governing Law. This Limited Release shall be construed in accordance with and governed by the laws 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.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BIOPHARMA CREDIT PLC, as Collateral Agent

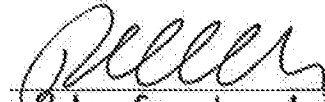
By: Pharmakon Advisors, LP,
its Investment Manager

By: Pharmakon Management I, LLC,
its General Partner

By:

Name:

Title:


Pedro Gonzalez de Cosio
managing member

{Signature Page to Limited Release of Security Interests in Trademarks}

Schedule A

Owner	Mark	Registration number (Application number)	Registration date
TESARO, Inc.	VARUBI	4,893,721	1/26/2016
TESARO, Inc.	VARUBI ROLAPITANT (& Color Design)	5,335,795	11/14/2017

{Schedule A to Limited Release of Security Interests in Trademarks}

UDC - 038147/010901 - 12390591 v2

RECORDED: 07/16/2018

**TRADEMARK
REEL: 006380 FRAME: 0737**