CH \$190.00 423445

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM507462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel 6232 / Frame 0120

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIOPHARMA CREDIT PLC		01/23/2019	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: 7

Property Type	Number	Word Mark	
Registration Number:	4234452	TESARO	
Registration Number:	4597417	Т	
Registration Number:	4235424	Т	
Registration Number:	4893721	VARUBI	
Registration Number:	5335795	VARUBI ROLAPITANT	
Registration Number:	5242730	ZEJULA	
Registration Number:	5252531	ZEJULA	

CORRESPONDENCE DATA

Fax Number: 7036106200

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: 7036106100

Email: BoxIP@hoganlovells.com

Correspondent Name: Valerie Brennan, Hogan Lovells US LLP

Address Line 1: Attn: Box Intellectual Property
Address Line 2: 7930 Jones Branch Drive, 9th Floor

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 038147.000072

NAME OF SUBMITTER: Valerie Brennan

TRADEMARK
REEL: 006539 FRAME: 0762

900483007

SIGNATURE:	/vb/	
ATE SIGNED: 01/28/2019		
Total Attachments: 3		
source=Trademark Release20190122#page1.tif		
source=Trademark Release20190122#page2.tif		
source=Trademark Release20190122#page3.tif		

TRADEMARK REEL: 006539 FRAME: 0763

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of January 23, 2019 (this "*Release*"), is made by BIOPHARMA CREDIT PLC, as collateral agent (the "*Collateral Agent*"), in favor of TESARO, INC. ("*Grantor*"), as follows:

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, dated as of December 6, 2017 ("Agreement"), and recorded with the United States Patent and Trademark Office ("USPTO") on December 6, 2017 at Reel/Frame 6232/0120, as collateral security for the payment and performance in full of all the obligations, liabilities and indebtedness owing to Collateral Agent, Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Lenders and the other Secured Parties (as set forth in the Loan Agreement, dated November 21, 2017) ("Loan Agreement"), a lien on and security interest in all of the right, title and interest of such Grantor in and to the Trademark Collateral, as defined in the Agreement, including those Trademarks of such Grantor listed on Schedule I attached hereto; and

WHEREAS, pursuant to the Payoff Letter dated January 22, 2019 ("Payoff Letter"), the Collateral Agent has released, in favor of the Grantor, all of its security interest in the Trademarks included in the Trademark Collateral together with all associated goodwill, including those Trademarks of such Grantor listed on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and as set forth in the Payoff Letter, the Collateral Agent hereby agrees to release and re-convey to Grantor, without recourse, any and all of the Collateral Agent's right, title and interest in and to the Trademark Collateral, together with all associated goodwill, including those trademarks of such Grantor listed on Schedule I attached hereto.

The Collateral Agent confirms that this Release may be filed with the USPTO as desired by Grantor and any other applicable government officer record this Release.

The validity, interpretation and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the terms and conditions of the Payoff Letter and this Release is expressly subject thereto.

Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file) shall be effective as delivery of an original signature.

[Signature Page Follows]

TRADEMARK REEL: 006539 FRAME: 0764 IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

BIOPHARMA CREDIT PLC as

Collateral Agent

By: Pharmakon Advisors, LP, its

Investment Manager
By: Pharmakon Management I, LLC, its

General Partner

Name: Pedro Gonzalez de Cosio

Title: Managing Member

TRADEMARK

REEL: 006539 FRAME: 0765

SCHEDULE I TO

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark	Registration/Serial No.
T Design	4597417
T Design	4235424
TESARO	4234452
VARUBI	4893721
VARUBI ROLAPITANT and Design	5335795
ZEJULA	5242730
ZEJULA and Design	5252531

TRADEMARK REEL: 006539 FRAME: 0766

RECORDED: 01/28/2019