

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clovis Oncology, Inc.		05/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TOP IV SPV GP, LLC		
Street Address:	2100 MCKINNEY AVENUE		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5680656	MAINTENHANCE	
Registration Number:	5680655	MAINTENHANCE	
Registration Number:	5612521	RUBRACA	
Registration Number:	5156900	RUBRACA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	JLDereka@mintz.com		
Correspondent Name:	JENNIFER DEREKA		
Address Line 1:	666 THIRD AVENUE		
Address Line 2:	MINTZ LEVIN		
Address Line 4:	NEW YORK, NEW YORK 10017		
NAME OF SUBMITTER:	robert sweeney		
SIGNATURE:	/robert sweeney/		
DATE SIGNED:	05/06/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 1, 2019, is entered into by and among Clovis Oncology, Inc., a Delaware corporation (the “**Grantor**”) and TOP IV SPV GP, LLC (the “**Assignee**”), as Administrative Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of May 1, 2019, among the Assignee, the Grantor and the other Grantors party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Financing Agreement, dated as of May 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Financing Agreement**”), between, among others, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Financing Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including, without limitation, the federal registrations and applications for the trademarks set forth on Schedule A hereto, and all foreign counterpart registrations and applications thereof, and the goodwill associated therewith, (the “Trademarks”) as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Pledge and Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Secured Obligations; provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Financing Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

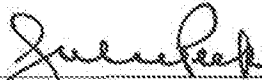
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of the page intentionally left blank

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

TOP IV SPV GP, LLC

By: 
Name: Joshua Peck
Title: Vice President and Secretary

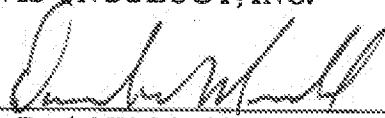
Address of Assignee:

2100 McKinney Avenue, Suite 1030
Dallas, Texas 75201

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006643 FRAME: 0638

**GRANTOR:
CLOVIS ONCOLOGY, INC.**

By: 
Name: Daniel W. Muehl
Title: Executive Vice President of Finance

Address of Grantor:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006643 FRAME: 0639

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

Grantor	Trademark Name	Application Number	Filing Date	Status	Registration Number	Registration Date
Clovis Oncology Inc.	MAINTENHANCE			Registered	5680656	February 19, 2019
Clovis Oncology Inc.	MAINTENHANCE			Registered	5680655	February 19, 2019
Clovis Oncology Inc.	RUBRACA			Registered	5612521	November 20, 2018
Clovis Oncology Inc.	RUBRACA			Registered	5156900	March 7, 2017

Applications of Registration of Trademarks

None.