

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Blood Therapeutics, Inc.		12/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BIOPHARMA CREDIT PLC		
Street Address:	51 New North Road		
Internal Address:	C/O BEAUFORT HOUSE		
City:	Exeter EX4 4EP		
State/Country:	UNITED KINGDOM		
Entity Type:	Public Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87721060	OXBRYTA	
Serial Number:	88415216	OXBRYTA	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
	<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:	2149692741		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	687747.0051		
NAME OF SUBMITTER:	Brenda love		
SIGNATURE:	/Brenda Love/		
DATE SIGNED:	12/20/2019		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2019, is made by Global Blood Therapeutics, Inc. (“Grantor”), in favor of BIOPHARMA CREDIT PLC (together with its successors and permitted assigns, the “Collateral Agent”) on behalf of 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 December 17, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Grantor (as a “Borrower”), BIOPHARMA CREDIT PLC (as the “Collateral Agent” and a “Lender”), and BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP (as a “Lender”), each Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Borrower has agreed, pursuant to a Guaranty and Security Agreement dated as of December 20, 2019 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 mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, intending to be legally bound, 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, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, and grants to the Collateral Agent, for the benefit of 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”):

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);

all renewals and extensions of the foregoing;

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

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 reasonably necessary 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.

[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.

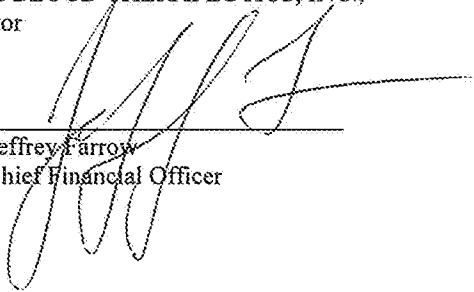
Very truly yours,

GLOBAL BLOOD THERAPEUTICS, INC.,
as Grantor

By:

Name: Jeffrey Farrow

Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read "Jeffrey Farrow", is written over a horizontal line. The signature is stylized and extends above and below the line.

Signature Page to Trademark Security Agreement

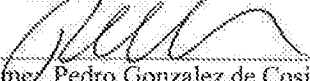
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ACCEPTED AND AGREED
as of the date first above written:

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

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006823 FRAME: 0162

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Status	Country Name	Mark	Date Filed	Serial/ Registration Number	Issued Date
Registered	African Intellectual Property Organization (OAPI)	OXBRYTA	Jun 11, 2018	1417242	Jul 1, 2019
Pending	Albania	OXBRYTA	Jun 11, 2018		
Registered	Anguilla	OXBRYTA	Jun 14, 2018	6152	Aug 1, 2018
Pending	Antigua and Barbuda	OXBRYTA	Jun 11, 2018		
Published	Argentina	OXBRYTA	Jun 12, 2018		
Registered	Aruba	OXBRYTA	Jun 13, 2018	34983	Jan 14, 2019
Registered	Australia	OXBRYTA	Jun 11, 2018	1417242	Apr 1, 2019
Pending	Bahamas	OXBRYTA	Jun 13, 2018		
Pending	Bangladesh	OXBRYTA	Jun 10, 2018		
Pending	Barbados	OXBRYTA	Jun 13, 2018		
Registered	Belize	OXBRYTA	Jun 13, 2018	1459318	Jun 7, 2019
Registered	Bermuda	OXBRYTA	Jun 13, 2018	57019	May 14, 2019
Registered	Bolivia	OXBRYTA	Jun 18, 2018	182441C	Oct 26, 2018
Registered	Brazil	OXBRYTA	Jun 11, 2018	914835416	Apr 24, 2019
Pending	Canada	OXBRYTA	Jun 8, 2018		
Pending	Caribbean Netherlands	OXBRYTA	Jun 11, 2018		
Registered	Cayman Islands	OXBRYTA	Jun 14, 2018	T0000551	Mar 18, 2019
Registered	Chile	OXBRYTA	Jun 12, 2018	1286448	Nov 27, 2018
Registered	China	OXBRYTA	Jun 11, 2018	1417242	Jan 10, 2019
Pending	Colombia	OXBRYTA	Jun 11, 2018		
Published	Costa Rica	OXBRYTA	Jun 3, 2019		
Registered	Cuba	OXBRYTA	Jun 11, 2018	1417242	Jun 5, 2019
Registered	Curacao	OXBRYTA	Jun 11, 2018	1417242	Sep 12, 2018
Registered	Dominica	OXBRYTA	Jun 12, 2018	772018	Jul 17, 2019
Registered	Dominican Republic	OXBRYTA	Jun 11, 2018	252487	Sep 17, 2018

Status	Country Name	Mark	Date Filed	Serial/ Registration Number	Issued Date
Published	Ecuador	OXBRYTA	Jun 11, 2018		
Pending	Egypt	OXBRYTA	Jun 11, 2018		
Registered	European Union	OXBRYTA	Jun 11, 2018	1417242	Jan 11, 2019
Pending	Fmr. Yug. Rep. of Macedonia	OXBRYTA	Jun 11, 2018		
Pending	Ghana	OXBRYTA	May 29, 2019		
Registered	Grenada	OXBRYTA	Jun 13, 2018	1857	Sep 17, 2018
Registered	Guatemala	OXBRYTA	Jun 13, 2018	238631	Dec 7, 2018
Registered	Guyana	OXBRYTA	Jun 15, 2018	29275	Feb 4, 2019
Published	Haiti	OXBRYTA	Jun 13, 2018		
Registered	Hong Kong	OXBRYTA	Jun 11, 2018	304559509	Dec 5, 2018
Registered	Iceland	OXBRYTA	Jun 11, 2018	1417242	Jul 4, 2019
Registered	India	OXBRYTA	Jun 11, 2018	1417242	Mar 5, 2019
Published	Iraq	OXBRYTA	Apr 3, 2019		
Registered	Israel	OXBRYTA	Jun 11, 2018	1417242	Jun 2, 2019
Registered	Jamaica	OXBRYTA	Jun 12, 2018	75221	Mar 13, 2019
Registered	Japan	OXBRYTA	Jun 11, 2018	1417242	Jul 11, 2019
Registered	Jordan	OXBRYTA	Jun 11, 2018	159898	Jul 25, 2019
Pending	Kenya	OXBRYTA	May 29, 2019		
Registered	Kuwait	OXBRYTA	Jun 13, 2018	199721	Jun 18, 2019
Registered	Lebanon	OXBRYTA	Jun 11, 2018	185602	Jun 13, 2018
Pending	Malaysia	OXBRYTA	Jun 14, 2018		
Pending	Mexico	OXBRYTA	Jun 11, 2018		
Registered	Monaco	OXBRYTA	Jun 11, 2018	1417242	Jun 11, 2018
Registered	Montserrat	OXBRYTA	Jun 22, 2018	4884	Jun 22, 2018
Registered	New Zealand	OXBRYTA	Jun 11, 2018	1417242	Dec 12, 2018
Registered	Nicaragua	OXBRYTA	Jun 11, 2018	2019126654L M	Apr 29, 2019
Published	Nigeria	OXBRYTA	Jun 14, 2018		
Registered	Norway	OXBRYTA	Jun 11, 2018	1417242	Jul 19, 2019
Published	Oman	OXBRYTA	Jun 11, 2018		
Published	Pakistan	OXBRYTA	Jun 12, 2018		
Published	Panama	OXBRYTA	Jun 11, 2019		
Registered	Paraguay	OXBRYTA	Jun 13, 2018	483757	May 22, 2019
Registered	Peru	OXBRYTA	Jun 8, 2018	267826	Jul 31, 2018
Registered	Qatar	OXBRYTA	Jun 12, 2018	123467	May 12, 2019
Registered	Republic of Korea	OXBRYTA	Jun 11, 2018	1417242	Jun 24, 2019
Pending	Saint Kitts and Nevis	OXBRYTA	Jun 14, 2018		

Status	Country Name	Mark	Date Filed	Serial/ Registration Number	Issued Date
Registered	Saint Lucia	OXBRYTA	Jun 12, 2018	TM20180001 21	Dec 4, 2018
Registered	Saint Vincent and the Grenadines	OXBRYTA	Jun 12, 2018	872018	Mar 6, 2019
Registered	San Marino	OXBRYTA	Jun 11, 2018	1417242	Jul 18, 2019
Registered	Saudi Arabia	OXBRYTA	Jun 21, 2018	1439022601	Sep 19, 2018
Registered	Singapore	OXBRYTA	Jun 11, 2018	1417242	Mar 19, 2019
Registered	Sint Maarten	OXBRYTA	Jun 11, 2018	1417242	Jan 24, 2019
Published	South Africa	OXBRYTA	Jun 11, 2018		
Published	Sri Lanka	OXBRYTA	Jun 13, 2018		
Pending	Suriname	OXBRYTA	Jun 13, 2018		
Registered	Switzerland	OXBRYTA	Jun 11, 2018	1417242	Jul 4, 2019
Registered	Taiwan R.O.C.	OXBRYTA	Jun 11, 2018	01954275	Dec 1, 2018
Registered	Trinidad and Tobago	OXBRYTA	Jun 12, 2018	54156	Jun 6, 2019
Registered	Turkey	OXBRYTA	Jun 11, 2018	1417242	Jan 25, 2019
Registered	Turks and Caicos Islands	OXBRYTA	Jun 12, 2018	19407	Jun 12, 2018
Registered	United Arab Emirates	OXBRYTA	Jun 12, 2018	293660	Dec 6, 2018
Allowed	United States of America	OXBRYTA	Dec 14, 2017	87721060	
Pending	Uruguay	OXBRYTA	Jun 12, 2018		
Pending	African Intellectual Property Organization (OAPI)	OXBRYTA LOGO	Oct 29, 2019		
Pending	Albania	OXBRYTA LOGO	Oct 29, 2019		
Pending	Anguilla	OXBRYTA LOGO	Oct 29, 2019		
Pending	Antigua and Barbuda	OXBRYTA LOGO	Oct 29, 2019		
Pending	Argentina	OXBRYTA LOGO	Oct 29, 2019		
Pending	Aruba	OXBRYTA LOGO	Oct 28, 2019		
Pending	Australia	OXBRYTA LOGO	Oct 29, 2019		
Pending	Bahamas	OXBRYTA LOGO	Oct 31, 2019		
Pending	Bangladesh	OXBRYTA LOGO	Oct 27, 2019		
Pending	Barbados	OXBRYTA LOGO	Oct 30, 2019		

Status	Country Name	Mark	Date Filed	Serial/ Registration Number	Issued Date
Pending	Belize	OXBRYTA LOGO	Oct 29, 2019		
Pending	Bermuda	OXBRYTA LOGO	Oct 29, 2019		
Pending	Bolivia	OXBRYTA LOGO	Oct 28, 2019		
Pending	Brazil	OXBRYTA LOGO	Oct 29, 2019		
Pending	Canada	OXBRYTA LOGO	Oct 29, 2019		
Pending	Caribbean Netherlands	OXBRYTA LOGO	Oct 29, 2019		
Pending	Cayman Islands	OXBRYTA LOGO	Oct 28, 2019		
Pending	Chile	OXBRYTA LOGO	Oct 29, 2019		
Pending	China	OXBRYTA LOGO	Oct 29, 2019		
Pending	Colombia	OXBRYTA LOGO	Oct 29, 2019		
Pending	Costa Rica	OXBRYTA LOGO	Oct 28, 2019		
Pending	Cuba	OXBRYTA LOGO	Oct 29, 2019		
Pending	Curacao	OXBRYTA LOGO	Oct 29, 2019		
Pending	Dominica	OXBRYTA LOGO	Oct 30, 2019		
Published	Dominican Republic	OXBRYTA LOGO	Oct 28, 2019		
Pending	Ecuador	OXBRYTA LOGO	Oct 30, 2019		
Pending	Egypt	OXBRYTA LOGO	Oct 29, 2019		
Pending	European Union	OXBRYTA LOGO	Oct 29, 2019		
Pending	Fmr. Yug. Rep. of Macedonia	OXBRYTA LOGO	Oct 29, 2019		
Pending	Ghana	OXBRYTA LOGO	Oct 29, 2019		
Pending	Grenada	OXBRYTA LOGO	Oct 29, 2019		
Pending	Guatemala	OXBRYTA LOGO	Oct 30, 2019		
Pending	Guyana	OXBRYTA LOGO	Nov 5, 2019		

Status	Country Name	Mark	Date Filed	Serial/ Registration Number	Issued Date
Pending	Haiti	OXBRYTA LOGO	Oct 29, 2019		
Pending	Hong Kong	OXBRYTA LOGO	Oct 28, 2019		
Pending	Iceland	OXBRYTA LOGO	Oct 29, 2019		
Pending	India	OXBRYTA LOGO	Oct 29, 2019		
Unfiled	Iraq	OXBRYTA LOGO			
Pending	Israel	OXBRYTA LOGO	Oct 29, 2019		
Pending	Jamaica	OXBRYTA LOGO	Oct 28, 2019		
Pending	Japan	OXBRYTA LOGO	Oct 29, 2019		
Pending	Jordan	OXBRYTA LOGO	Oct 28, 2019		
Pending	Kenya	OXBRYTA LOGO	Oct 29, 2019		
Pending	Kuwait	OXBRYTA LOGO	Oct 29, 2019		
Registered	Lebanon	OXBRYTA LOGO	Oct 31, 2019	194653	Nov 1, 2019
Pending	Malaysia	OXBRYTA LOGO	Oct 31, 2019		
Pending	Mexico	OXBRYTA LOGO	Oct 29, 2019		
Pending	Monaco	OXBRYTA LOGO	Oct 29, 2019		
Unfiled	Montserrat	OXBRYTA LOGO			
Pending	New Zealand	OXBRYTA LOGO	Oct 29, 2019		
Pending	Nicaragua	OXBRYTA LOGO	Oct 25, 2019		
Pending	Nigeria	OXBRYTA LOGO	Nov 1, 2019		
Pending	Norway	OXBRYTA LOGO	Oct 29, 2019		
Pending	Oman	OXBRYTA LOGO	Oct 29, 2019		
Pending	Pakistan	OXBRYTA LOGO	Oct 28, 2019		
Pending	Panama	OXBRYTA LOGO	Nov 1, 2019		

Status	Country Name	Mark	Date Filed	Serial/ Registration Number	Issued Date
Pending	Paraguay	OXBRYTA LOGO	Oct 29, 2019		
Pending	Peru	OXBRYTA LOGO	Oct 25, 2019		
Pending	Qatar	OXBRYTA LOGO	Oct 27, 2019		
Pending	Republic of Korea	OXBRYTA LOGO	Oct 29, 2019		
Pending	Saint Kitts and Nevis	OXBRYTA LOGO	Nov 1, 2019		
Pending	Saint Lucia	OXBRYTA LOGO	Nov 1, 2019		
Pending	Saint Vincent and the Grenadines	OXBRYTA LOGO	Nov 1, 2019		
Pending	San Marino	OXBRYTA LOGO	Oct 29, 2019		
Published	Saudi Arabia	OXBRYTA LOGO	Oct 29, 2019		
Pending	Singapore	OXBRYTA LOGO	Oct 29, 2019		
Pending	South Africa	OXBRYTA LOGO	Oct 28, 2019		
Pending	Sri Lanka	OXBRYTA LOGO	Oct 30, 2019		
Pending	St. Marteen	OXBRYTA LOGO	Oct 29, 2019		
Pending	Suriname	OXBRYTA LOGO	Nov 1, 2019		
Pending	Switzerland	OXBRYTA LOGO	Oct 29, 2019		
Pending	Taiwan R.O.C.	OXBRYTA LOGO	Oct 28, 2019		
Pending	Trinidad and Tobago	OXBRYTA LOGO	Oct 29, 2019		
Pending	Turkey	OXBRYTA LOGO	Oct 29, 2019		
Pending	Turks and Caicos Islands	OXBRYTA LOGO	Oct 29, 2019		
Pending	United Arab Emirates	OXBRYTA LOGO	Oct 29, 2019		
Pending	United Kingdom	OXBRYTA LOGO	Oct 29, 2019		
Allowed	United States of America	OXBRYTA LOGO 	May 3, 2019	88415216	

Status	Country Name	Mark	Date Filed	Serial/ Registration Number	Issued Date
Pending	Uruguay	OXBRYTA LOGO	Oct 25, 2019		

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RECORDED: 12/20/2019

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