

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607379

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IMMUNOCORE LIMITED		11/06/2020	Private Limited Company: ENGLAND AND WALES
Immunocore LLC		11/06/2020	Limited Liability Company: DELAWARE
Immunocore Commercial LLC		11/06/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	OXFORD FINANCE LUXEMBOURG S.À R.L., registered with the Luxembourg commercial register under number B243395, acting in respect of its Compartment 1
<b>Street Address:</b>	2 route d'Arlon
<b>City:</b>	Strassen
<b>State/Country:</b>	LUXEMBOURG
<b>Postal Code:</b>	8008
<b>Entity Type:</b>	Private Limited Company: LUXEMBOURG

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5410175	IMMUNOCORE
<b>Registration Number:</b>	5410176	IMMTAC
<b>Registration Number:</b>	5609690	IMMTAV
<b>Registration Number:</b>	5616754	CERKIXY
<b>Registration Number:</b>	5616758	KIMMTRAK
<b>Serial Number:</b>	88711924	IMMTAX

## CORRESPONDENCE DATA

Fax Number:

*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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

OP \$165.00 5410175

**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 1286958 TM

**NAME OF SUBMITTER:** David Hackett

**SIGNATURE:** /David Hackett/

**DATE SIGNED:** 11/06/2020

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 6, 2020, by and among OXFORD FINANCE LUXEMBOURG S.À R.L., a Luxembourg private limited liability company (société à responsabilité limitée) with registered office at 2 route d'Arlon, 8008 Strassen, Grand Duchy of Luxembourg and registered with the Luxembourg commercial register under number B243395, acting in respect of its Compartment 1 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”) and IMMUNOCORE LIMITED, a private limited company incorporated under the laws of England and Wales and limited by shares under registration number 645207 with offices located at 92 Park Drive, Milton Park, Abingdon, Oxon, OX14 4RY, UK (“**Parent**”), IMMUNOCORE LLC, a Delaware limited liability company and wholly owned subsidiary of Parent with offices located at Six Tower Bridge, Suite 540, 181 Washington Street, Conshohocken, PA 19422 (“**Core Sub**”) and IMMUNOCORE COMMERCIAL LLC, a Delaware limited liability company and wholly owned subsidiary of Core Sub with offices located at Six Tower Bridge, Suite 540, 181 Washington Street, Conshohocken, PA 19422 (“**Commercial Sub**”) (Parent, Core Sub and Commercial Sub, individually and collectively, jointly and severally, “**Grantor**”).

### RECITAL

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Collateral Agent, Lenders and Grantor dated as of date hereof (as the same may be, and may have been, amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). In accordance with the terms of the Loan Agreement, Grantor is granting to Collateral Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Loan Agreement, effective as of the date hereof, Grantor hereby grants and pledges to Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"); provided, however that Trademarks shall not include any intent-to-use trademarks;

Notwithstanding the foregoing, or anything to the contrary herein or in the Loan Agreement, the Intellectual Property Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby represents and warrants that the Copyrights set forth on Exhibit A, the Patents set forth on Exhibit B and the Trademarks set forth on Exhibit C include all Copyrights, Patents and Trademarks of Grantor and its Subsidiaries that are either registered, or for which applications for registration or grant, as applicable, are pending in the United States, on the date hereof. Grantor hereby covenants to provide notice of (A) any material change in the composition of the Intellectual Property, and (B) any new the Copyrights, Trademarks or Patents of Grantor or any of its Subsidiaries that are either registered or for which an application for registration or grant is filed, all in accordance with the terms and due dates as further detailed in the Loan Agreement.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Lenders under the Loan Agreement, and shall become effective upon the date hereof. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law

or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

92 Park Drive, Milton Park, Abingdon, Oxfordshire,  
OX14 4RY, UK  
Attn: Lily Hepworth, Chief Legal Counsel

IMMUNOCORE LIMITED

By: 

Title: Chief Financial Officer

Address of Grantor:

Six Tower Bridge, Suite 540, 181 Washington Street,  
Conshohocken, PA 19422  
USA  
Attn: Lily Hepworth, Chief Legal Counsel

IMMUNOCORE LLC

By: \_\_\_\_\_

Name: Bahija Jallal

Title: Chief Executive Officer

Address of Grantor:

Six Tower Bridge, Suite 540, 181 Washington Street,  
Conshohocken, PA 19422  
USA  
Attn: Lily Hepworth, Chief Legal Counsel

IMMUNOCORE COMMERCIAL LLC

By: \_\_\_\_\_

Name: Bahija Jallal

Title: Chief Executive Officer

Address of Collateral Agent:

2, route d'Arlon,  
L-8008 Strassen,  
Luxembourg  
Attn: The Managers

COLLATERAL AGENT:

OXFORD FINANCE LUXEMBOURG S.À  
R.L., as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*{Signature Page to Intellectual Property Security Agreement}*

**TRADEMARK**  
**REEL: 007098 FRAME: 0124**

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GRANTOR:

Address of Grantor:

92 Park Drive, Milton Park, Abingdon, Oxfordshire,  
OX14 4RY, UK  
Attn: Lily Hepworth, Chief Legal Counsel

IMMUNOCORE LIMITED

By: \_\_\_\_\_

Title: Chief Financial Officer

Address of Grantor:

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Conshohocken, PA 19422  
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Attn: Lily Hepworth, Chief Legal Counsel

IMMUNOCORE LLC

By: \_\_\_\_\_

Name: Bahija Jallal

Title: Chief Executive Officer

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Conshohocken, PA 19422  
USA  
Attn: Lily Hepworth, Chief Legal Counsel

IMMUNOCORE COMMERCIAL LLC

By: \_\_\_\_\_

Name: Bahija Jallal

Title: Chief Executive Officer

Address of Collateral Agent:

2, route d'Arlon,  
L-8008 Strassen,  
Luxembourg  
Attn: The Managers

COLLATERAL AGENT:

OXFORD FINANCE LUXEMBOURG S.À  
R.L., as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

{Signature Page to Intellectual Property Security Agreement}

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Address of Grantor:

92 Park Drive, Milton Park, Abingdon, Oxfordshire,  
OX14 4RY, UK  
Attn: Lily Hepworth, Chief Legal Counsel

IMMUNOCORE LIMITED

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Grantor:

Six Tower Bridge, Suite 540, 181 Washington Street,  
Conshohocken, PA 19422  
USA  
Attn: Lily Hepworth, Chief Legal Counsel

IMMUNOCORE LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Grantor:

Six Tower Bridge, Suite 540, 181 Washington Street,  
Conshohocken, PA 19422  
USA  
Attn: Lily Hepworth, Chief Legal Counsel

IMMUNOCORE COMMERCIAL LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COLLATERAL AGENT:

Address of Collateral Agent:

2, route d'Arlon  
L - 8008 Strassen  
Luxembourg  
Attn: The Managers

OXFORD FINANCE LUXEMBOURG S.À  
R.L., as Collateral Agent

By:  \_\_\_\_\_

Name: Mélanie Florsch

Title: Manager

*{Signature Page to Intellectual Property Security Agreement}*



EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Name	Application No.	Application date	Grant no.	Grant date	Status
IMC + ADT	10/486924	8/30/2002	7329731	02/12/2008	Granted
IMC + ADT	11/926,391	8/30/2002	7763718	07/27/2010	Granted
IMC + ADT	10/530035	10/3/2003	7569664	08/04/2009	Granted
IMC + ADT	12/603255	10/30/2003	8741814	06/03/2014	Granted
IMC + ADT	14/248919	10/30/2003	9279122	03/8/2016	Granted
IMC + ADT	14/249904	10/30/2003	9447410	09/20/2016	Granted
IMC + ADT	10/544,448	7/9/2003	7666604	02/23/2010	Granted
IMC + ADT	11/597,252	6/29/2005	8361794	01/29/2013	Granted
IMC + ADT	13/716817	6/29/2005	9115372	08/25/2015	Granted
IMC	13/342579	7/1/2010	8519100	08/27/2013	Granted
IMC	13/947580	7/1/2010	9068178	06/30/2015	Granted
IMC	13/319597	5/19/2010	10130721	11/20/2018	Granted
IMC	16/151144	5/19/2010			Pending
IMC	16/378481	08/04/2019	10517960	12/31/2019	Granted
IMC	16/378501	08/04/2019	10576162	03/03/2020	Granted
IMC	16/378505	08/04/2019	10420846	09/24/2019	Granted
IMC + ADT	14/741828	12/17/2013			Pending
IMC + ADT	15/262160	3/13/2015			Pending
IMC + ADT	15759772	9/15/2016			Pending
IMC + ADT	15/759775	9/15/2016			Pending
IMC	16/065047	12/22/2016			Pending
IMC + ADT	15/777149	11/23/2016			Pending
IMC + ADT	15/777153	11/23/2016			Grant formalities in progress
IMC + ADT	17/065509	11/23/2016			Pending
IMC + ADT	16/998945	11/23/2016			Pending
IMC + ADT	15/777880	11/23/2016			Pending
IMC + ADT	15/777144	11/23/2016	10792333	10/06/2020	Granted
IMC + ADT	16/997731	11/23/2016			Pending
IMC + ADT	15/777163	11/23/2016			Pending
IMC + ADT	16/985061	11/23/2016			Pending
IMC + ADT	16/988431	11/23/2016			Pending
IMC + ADT	15/777875	11/23/2016			Pending
IMC + ADT	15/777877	11/23/2016			Pending
IMC + ADT	15/777613	11/23/2016			Pending
IMC + ADT	15/777621	11/23/2016			Pending
IMC + ADT	16/988425	11/23/2016			Pending
IMC + ADT	17/013228	11/23/2016			Pending
IMC + ADT	15/777883	11/23/2016			Pending
IMC + ADT	17/010653	11/23/2016			Pending
IMC + ADT	16/985058	11/23/2016			Pending

IMC + ADT	17/017457	11/23/2016		Pending
IMC + ADT	16/994399	11/23/2016		Pending
IMC + ADT	15/778177	11/23/2016		Pending
IMC + ADT	15/778179	11/23/2016		Pending
IMC + ADT	16/938263	11/23/2016		Pending
IMC + ADT	15/778199	11/23/2016		Pending
IMC + ADT	15/778204	11/23/2016		Pending
IMC + ADT	15/778206	11/23/2016		Grant formalities in progress
IMC + ADT	16/988523	11/23/2016		Pending
IMC	16/087041	03/22/2017		Pending
IMC	16/092174	04/07/2017		Pending
IMC + ADT	16/084883	03/16/2017		Pending
IMC + ADT	16/097582	04/28/2017		Grant formalities in progress
IMC + ADT	17/031691	04/28/2017		Pending
IMC + ADT	17/017444	04/28/2017		Pending
IMC	16/305838	06/02/2017		Pending
IMC	16/347384	11/07/2017		Pending
IMC	16/624853	06/19//2018		Pending
IMC	16/979146	03/07/2019		Pending

Patents marked IMC + ADT are jointly owned in 50% equal share by Immunocore and Adaptimmune as per the 2013 cross license agreement between the two companies

EXHIBIT C

Trademarks

Grantor	Mark	Application Date	Application No.	Registration Date	Registration No.
Immunocore Limited	IMMUNOCORE	12/12/2016	87/264976	2/27/2018	5410175
Immunocore Limited	ImmTAC	12/12/2016	87/265023	2/27/2018	5410176
Immunocore Limited	ImmTAV	9/19/2017	87/614218	11/20/2018	5609690
Immunocore Limited	ImmTAX	12/2/2019	88711924		
Immunocore Limited	CERKIXY	4/13/2018	87876765	11/27/2018	5616754
Immunocore Limited	KIMMTRAK	4/13/2018	87876811	11/27/2018	5616758