

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roche Finance Ltd		04/30/2021	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	FOUNDATION MEDICINE, INC.		
Street Address:	150 Second Street		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02141		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4150592	FOUNDATION MEDICINE	
Registration Number:	4511211	FOUNDATIONONE	
Registration Number:	4511285	ONCE. AND FOR ALL	
Registration Number:	4366165	THE MOLECULAR INFORMATION COMPANY	
Registration Number:	4587136	INTERACTIVE CANCER EXPLORER	
Registration Number:	4776488		
Registration Number:	4776491		
Registration Number:	4776494	FOUNDATION MEDICINE	
Serial Number:	87067442	FOUNDATIONICE	
Serial Number:	86825625	GENEKIT	
Serial Number:	86932194	FOUNDATIONACT	
Serial Number:	87047605	FOUNDATIONFOCUS	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	Goodwin Procter LLC/Janis Nici		
Address Line 1:	620 Eighth Avenue		
TRADEMARK			

OP \$315.00 4150592

Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER: Janis Nici

SIGNATURE: /janis nici/

DATE SIGNED: 07/01/2021

Total Attachments: 4

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the “Release”) dated as of April 30, 2021 (the “Release Date”), is made by ROCHE FINANCE LTD, a corporation incorporated and organized under the laws of Switzerland, registered with the Commercial Register of the Canton of Basle-City under registration no. CHE-103.000.037 (the “Secured Party”) in favor of FOUNDATION MEDICINE, INC., a Delaware corporation (the “Grantor”).

WHEREAS, the Grantor and the Secured Party are parties to that certain Credit Facility Agreement, dated as of August 2, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Credit Agreement”), by and between the Grantor and the Secured Party;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into that certain Guarantee and Security Agreement, dated as of September 27, 2016 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor entered into that certain Trademark Security Agreement, dated as of September 27, 2016 in favor of Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “IP Security Agreement”), pursuant to which the Grantor granted to the Secured Party a security interest in and to Grantor’s entire right, title and interest in, to and under the following property (collectively, the “Trademark Collateral”):

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark, but excluding any Trademark constituting an Excluded Asset;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing; and

WHEREAS, the IP Security Agreement was recorded with the United States Patent & Trademark Office (the “USPTO”).

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby terminates the IP Security Agreement and terminates, cancels, releases and discharges the security interest in, and any and all right, title and interest of the Secured Party in and to, all Trademark Collateral, including, without limitation, the trademarks set forth on Schedule 1 hereto.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

3. Further Actions. At the Grantor's sole cost and expense, the Secured Party agrees to execute any other documents and take any further action, in each case, reasonably necessary and which have been reasonably requested by the Grantor to more fully and effectively effectuate the purpose of this Release.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement and/or the IP Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

ROCHE FINANCE LTD

By: 

Name:

Title:




Address for Notices:

Roche Finance Ltd
attn.: Stephan Bohner
Grenzacherstrasse 122
4058 Basel
Switzerland
E-mail: stephan.bohner@roche.com

with a copy to:
F. Hoffmann-La Roche Ltd
Group Legal Department
attn: Dr. Beat Kraehenmann
Grenzacherstrasse 124
4070 Basel
Switzerland
E-mail: Group.Legal_LM@roche.com

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
FOUNDATION MEDICINE	4150592	05/29/2012
FOUNDATIONONE	4511211	04/08/2014
ONCE. AND FOR ALL	4511285	04/08/2014
THE MOLECULAR INFORMATION COMPANY	4366165	07/09/2013
INTERACTIVE CANCER EXPLORER	4587136	08/19/2014
	4776488	07/21/2015
	4776491	07/21/2015
	4776494	07/15/2015

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE
FOUNDATIONICE	87067442	06/10/2016
GENEKIT	86825625	07/09/2013
FOUNDATIONACT	86932194	03/08/2016
FOUNDATIONFOCUS	87047605	05/24/2016