

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754829

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900705130		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUEPRINT MEDICINES CORPORATION		06/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GARNICH ADJACENT INVESTMENTS S.A.R.L.		
Street Address:	5c, rue Eugene Ruppert, L-2453 Luxembourg		
City:	Grand Duchy of Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2453		
Entity Type:	Private Limited Liability Company: LUXEMBOURG		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6563329	AYVAKIT	
Serial Number:	88589364	AYVAKIT	
Serial Number:	88640785		
Registration Number:	6014600	M	
Registration Number:	6014418	MUTATION MATTERS	
Registration Number:	6646801	YOUR BLUEPRINT	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	3 Embarcadero Center, 20th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	329744-123		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		

DATE SIGNED:	09/12/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of June 30, 2022, is entered into by and among, BLUEPRINT MEDICINES CORPORATION, a Delaware corporation (the “**Company**”), and GARNICH ADJACENT INVESTMENTS S.A.R.L. (the “**Assignee**”), as Purchaser’s Representative pursuant to (i) that certain Security Agreement, dated as of June 30, 2022, between the Assignee and the Company (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Purchase and Sale Agreement, dated as of June 30, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), between, among others, the Company, the Assignee, and various Purchasers party thereto.

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

WHEREAS, pursuant to the Security Agreement, the Company has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto 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 Company and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Company to the Assignee pursuant to the Security Agreement, the Company hereby grants to the Assignee a security interest in all of the Company’s right, title and interest in, to and under the Trademarks that constitute Intellectual Property Product Rights, 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 Company’s Secured Obligations. For the purposes of this Agreement, “**Trademarks**” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, 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 Company’s federally registered United States registrations and applications for registration for the Trademarks that constitute Intellectual Property Product Rights (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 Purchase Agreement. In connection with the foregoing, the Company authorizes the Assignee, upon notice to the Company, to modify this Agreement without obtaining the Company'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 Company or to delete any reference to any right, title or interest in any Trademarks in which the Company no longer has or claims any right, title or interest. The Company 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.

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:

GARNICH ADJACENT INVESTMENTS S.À.R.L.

By: 
Name: Paul Galliver
Title: Manager

Address of Assignee:

5c, rue Eugène Ruppert, L-2453 Luxembourg, Grand
Duchy of Luxembourg

COMPANY:

BLUEPRINT MEDICINES CORPORATION

By: _____
Name:
Title:

Address of the Company:

[Signature Page to Trademark Security Agreement]

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

GRANTOR:

BLUEPRINT MEDICINES CORPORATION

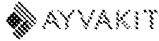
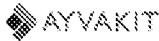


By: 
Name: Kathryn Haviland
Title: Chief Executive Officer

Address of Grantor:
45 Sidney Street, Cambridge, MA 02139

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Blueprint Medicines Corporation	United States of America	AYVAKIT 	88478478	Jun 18 2019	6563329	Nov 16 2021
Blueprint Medicines Corporation	United States of America	AYVAKIT (and Design) 	88589364	Aug 22 2019		Jun 9 2022
Blueprint Medicines Corporation	United States of America	Lens Logo	88640785	Oct 3 2019		
Blueprint Medicines Corporation	United States of America	M Logo 	88208884	Nov 28 2018	6014600	Mar 17 2020
Blueprint Medicines Corporation	United States of America	MUTATION MATTERS 	88066232	Aug 6 2018	6014418	Mar 17 2020
Blueprint Medicines Corporation	United States of America	YOUR BLUEPRINT	88376992	Apr 9 2019	6646801	Feb 15 2022