

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754831

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900705124

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blueprint Medicines Corporation		06/30/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TAO Talents, LLC
Street Address:	2100 McKinney Ave, Suite 1500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6563329	AYVAKIT
Serial Number:	88589364	AYVAKIT
Registration Number:	6309740	GAVRETO
Registration Number:	6613842	GAVRETO
Serial Number:	88640785	
Registration Number:	6014600	M
Registration Number:	6014418	MUTATION MATTERS
Registration Number:	6646801	YOUR BLUEPRINT

CORRESPONDENCE DATA

Fax Number: 4156932222

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: 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
Total Attachments: 5 source=6ST - Blueprint - TAO Trademark Security Agreement [Executed]#page1.tif source=6ST - Blueprint - TAO Trademark Security Agreement [Executed]#page2.tif source=6ST - Blueprint - TAO Trademark Security Agreement [Executed]#page3.tif source=6ST - Blueprint - TAO Trademark Security Agreement [Executed]#page4.tif source=6ST - Blueprint - TAO Trademark Security Agreement [Executed]#page5.tif	

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 “**Grantor**”) and TAO Talents, LLC (the “**Assignee**”), as Administrative Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of the date hereof, 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 the date hereof (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 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 Grantor 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 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. 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 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.

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:

TAO TALENTS, LLC

By: 

Name: Joshua Peck
Title: Vice President

Address of Assignee: 2100 McKinney Ave, Suite 1500
Dallas, Texas 75201

GRANTOR:

BLUEPRINT MEDICINES CORPORATION

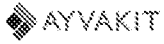
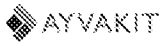



By: _____
Name:
Title:

Address of Grantor:

EXECUTION VERSION

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

Schedule A to TRADEMARK SECURITY AGREEMENT

<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	GAVRETO	88492520	Jun 27 2019	6309740	Mar 30 2021
Blueprint Medicines Corporation	United States of America	GAVRETO (and Design) 	90546447	Feb 25 2021	6613842	Jan 11 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