

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM766577

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IMMUNOCORE LIMITED		11/08/2022	limited company organized under the Laws of England and Wales: ENGLAND AND WALES

## RECEIVING PARTY DATA

<b>Name:</b>	BIOPHARMA CREDIT PLC
<b>Street Address:</b>	C/O BEAUFORT HOUSE, 51 NEW NORTH ROAD
<b>City:</b>	EXETER EX4 4EP
<b>State/Country:</b>	UNITED KINGDOM
<b>Entity Type:</b>	Private Limited Company: ENGLAND AND WALES

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	87876811	KIMMTRAK
Serial Number:	90616120	KIMMTRAK
Serial Number:	90718029	KIMMTRAK CONNECT
Serial Number:	87264976	IMMUNOCORE
Serial Number:	87265023	IMMTAC
Serial Number:	87614218	IMMTAV
Serial Number:	87876765	CERKIXY
Serial Number:	88711924	IMMTAX
Serial Number:	90571995	IMMSPECT
Serial Number:	90572014	AURORA
Serial Number:	90572021	BLINDDATE
Serial Number:	90572029	ARTY
Serial Number:	90702511	IMMTAX
Serial Number:	97435341	KYMPRAME
Serial Number:	97435350	PRAMETRAK

## CORRESPONDENCE DATA

Fax Number: 2028874288

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2028874000  
**Email:** mbeyene@akingump.com, DC\_IPDocketing@AKINGUMP.com  
**Correspondent Name:** Mussie B Beyene  
**Address Line 1:** 2001 K Street N.W.  
**Address Line 4:** Washington DC, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	687747.0064
<b>NAME OF SUBMITTER:</b>	Mussie B Beyene
<b>SIGNATURE:</b>	/Mussie B Beyene/
<b>DATE SIGNED:</b>	11/08/2022

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2022, is made by IMMUNOCORE LIMITED, a private company with limited liability incorporated under the laws of England and Wales and limited by shares under registration number 06456207 (“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).

W I T N E S E T H:

WHEREAS, pursuant to the Loan Agreement, dated as of November 8, 2022 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, IMMUNOCORE HOLDINGS PLC, a public company with limited liability incorporated under the laws of England and Wales with company number 13119746, as a Credit Party, the other parties thereto from time to time, as additional Credit Parties, BIOPHARMA CREDIT PLC, as Collateral Agent, BPCR LIMITED PARTNERSHIP (as a “Lender”) and BIOPHARMA CREDIT INVESTMENTS V (MASTER) LP, a Cayman Islands exempted limited partnership acting by its general partner, BioPharma Credit Investments V GP LLC (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, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 8, 2022 in favor of the Collateral Agent for the benefit of Lenders and the other Secured Parties (as such agreement may be amended, amended and 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 grant a security interest in the Collateral; 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. Pursuant to the Guaranty and Security Agreement, 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, has mortgaged, pledged and hypothecated to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, and granted 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”):

(a) 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” application for registration of a United States Trademark for which a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051 (or any successor provision) or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051 (or any successor provision) has not been filed with and accepted by the Applicable IP Office (but only excluding such intent-to-use application until such statement of use or amendment to allege use (as applicable) is filed with and accepted by the Applicable IP Office);

(b) all renewals and extensions of the foregoing;

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

(d) 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 described in and affirmed by this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement, for the benefit of Lenders and the other Secured Parties, 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 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 its 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

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 LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION, PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN TRADEMARK COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL APPLY TO THAT EXTENT.

THE TERMS OF SECTION 10 OF THE LOAN AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AS IF SET FORTH IN FULL HEREIN AND THE PARTIES HERETO AGREE TO SUCH TERMS AND TO BE BOUND BY SUCH TERMS.

Section 7. Termination. Upon the absolute, unconditional and irrevocable payment in full of the Secured Obligations in accordance with the provisions of the Loan Agreement and the expiration or termination of the Term Loan Commitments, the security interest in the Trademark Collateral granted hereby shall automatically terminate, without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall automatically revert to Grantor or any other Person entitled thereto. At such time, the Collateral Agent authorizes the filing by Grantor of an appropriate termination hereof.

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,  
IMMUNOCORE LIMITED,  
as Grantor

By: Lily Margaret Hepworth  
Name: Lily Margaret Hepworth  
Title: Director

*Signature Page to Trademark Security Agreement*

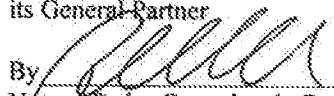
**TRADEMARK**  
**REEL: 007887 FRAME: 0304**

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: 007887 FRAME: 0305**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Assignee	Mark	Territory	Serial No.	Effective filing date	Image
Immunocore Limited	KIMMTRAK	Australia	1920410	4/17/2018	
Immunocore Limited	KIMMTRAK (logo)	Australia	1598455	3/31/2021	
Immunocore Limited	KIMMTRAK	Canada	1893617	4/13/2018	
Immunocore Limited	KIMMTRAK (logo)	Canada	1598455	3/31/2021	
Immunocore Limited	KIMMTRAK	EU	17887570	4/13/2018	
Immunocore Limited	KIMMTRAK (logo)	EU	1598455	3/31/2021	
Immunocore Limited	KIMMTRAK	UK	3261727	10/6/2017	
Immunocore Limited	KIMMTRAK	UK (EU)	UK00917887570	4/13/2018	
Immunocore Limited	KIMMTRAK (logo)	UK	3610959	3/16/2021	
Immunocore Limited	KIMMTRAK	Iceland	1609317	4/1/2022	
Immunocore Limited	KIMMTRAK (logo)	Iceland	1598455	4/1/2022	
Immunocore Limited	KIMMTRAK	Japan	1609317	3/16/2021	
Immunocore Limited	KIMMTRAK	Japan	1598455	3/31/2021	
Immunocore Limited	KIMMTRAK	US	87876811	4/13/2018	
Immunocore Limited	KIMMTRAK (logo)	US	90616120	3/31/2021	
Immunocore Limited	KIMMTRAK CONNECT (logo)	US	90718029	5/18/2021	
Immunocore Limited	KIMMTRAK	Argentina	3994168	3/19/2021	
Immunocore Limited	KIMMTRAK (logo)	Argentina	3999353	3/16/2021	
Immunocore Limited	KIMMTRAK	International registration	1609317	3/16/2021	
Immunocore Limited	KIMMTRAK (logo)	International registration	1598455	3/31/2021	
Immunocore Limited	KIMMTRAK	Columbia	1609317	3/16/2021	
Immunocore Limited	KIMMTRAK (logo)	Columbia	1598455	3/31/2021	

Immunocore Limited	KIMMTRAK	South Korea	1609317	3/16/2021	
Immunocore Limited	KIMMTRAK (logo)	South Korea	1598455	3/31/2021	
Immunocore Limited	KIMMTRAK	Russia	1609317	3/16/2021	
Immunocore Limited	KIMMTRAK (logo)	Russia	1598455	3/31/2021	
Immunocore Limited	KIMMTRAK	Mexico	1609317	3/16/2021	
Immunocore Limited	KIMMTRAK (logo)	Mexico	1598455	3/31/2021	
Immunocore Limited	KIMMTRAK	Switzerland	1609317	4/1/2022	
Immunocore Limited	KIMMTRAK (logo)	Switzerland	1598455	4/1/2022	
Immunocore Limited	KIMMTRAK	Norway	1609317	4/1/2022	
Immunocore Limited	KIMMTRAK (logo)	Norway	1598455	4/1/2022	
Immunocore Limited	IMMUNOCORE	US	87264976	12/12/2016	
Immunocore Limited	IMMTAC	US	87265023	12/12/2016	
Immunocore Limited	IMMTAV	US	87614218	9/19/2017	
Immunocore Limited	CERKIXY	US	87876765	4/13/2018	
Immunocore Limited	IMMTAX	US	88711924	12/2/2019	
Immunocore Limited	IMMSPECT	US	90571995	3/10/2021	
Immunocore Limited	AURORA	US	90572014	3/10/2021	
Immunocore Limited	BLINDDATE	US	90572021	3/10/2021	
Immunocore Limited	ARTY	US	90572029	3/10/2021	
Immunocore Limited	IMMTAX	US	90702511	5/11/2021	
Immunocore Limited	KYMPRAME	US	97435341	5/31/2022	
Immunocore Limited	PRAMETRAK	US	97435350	5/31/2022	