

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HELSINN HEALTHCARE SA		12/30/2022	Corporation: SWITZERLAND
HELSINN BIREX PHARMACEUTICALS LIMITED		12/30/2022	Private Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HAMILTON SA LLC		
<b>Street Address:</b>	c/o Oberland Capital Management LLC, 1700 Broadway, 37th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86366341	VALCHLOR SUPPORT	
<b>Serial Number:</b>	85425856	VALCHLOR	
<b>Serial Number:</b>	97088731	ADLUMIZ	
<b>Serial Number:</b>	97460007	FIDIZO	
<b>Serial Number:</b>	97528006	HELSINN CARES	
<b>Serial Number:</b>	90565811	ADLUMIZ	
<b>Serial Number:</b>	90565801	AKEXEV	
<b>Serial Number:</b>	88298068	AZALERTA	
<b>Serial Number:</b>	87979067	H HELSINN INVESTMENT FUND	
<b>Serial Number:</b>	87978496	H HELSINN CARES	
<b>Serial Number:</b>	87978115	H HELSINN INVESTMENT FUND	
<b>Serial Number:</b>	87977963	H HELSINN INTEGRATIVE CARE	
<b>Serial Number:</b>	87317008	H HELSINN CARES	
<b>Serial Number:</b>	76377426	ALOXI	
<b>Serial Number:</b>	86488652	ALOXI	
<b>Serial Number:</b>	85264083	AKYNZEO	
<b>Serial Number:</b>	77982613	H HELSINN	

CH \$515.00 86366341

Property Type	Number	Word Mark
Serial Number:	77701483	H
Serial Number:	77701517	HELSINN
Serial Number:	77821385	H HELSINN

**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.*

**Email:** jgu@cooley.com  
**Correspondent Name:** Jennifer Gu c/o Cooley LLP  
**Address Line 1:** 3175 Hanover Street  
**Address Line 4:** Palo Alto, CALIFORNIA 94304

<b>ATTORNEY DOCKET NUMBER:</b>	324998-125
<b>NAME OF SUBMITTER:</b>	Jennifer Gu
<b>SIGNATURE:</b>	/Jennifer Gu/
<b>DATE SIGNED:</b>	12/30/2022

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into as of December 30, 2022 (this “**Trademark Security Agreement**”) by and between HAMILTON SA LLC, a Delaware limited liability company, as collateral agent for the Purchasers (as defined below) (in such capacity, “**Agent**”), HELSINN HEALTHCARE SA, a corporation (*Aktiengesellschaft*) incorporated and organized under the laws of Switzerland (“**Issuer**”), and HELSINN BIREX PHARMACEUTICALS LIMITED, a private limited company organized under the laws of Ireland (together with Issuer, each a “**Grantor**” and, collectively, the “**Grantors**”).

RECITALS

A. The Purchasers have agreed to purchase notes (the “**Notes**”) from Issuer in the amounts and manner set forth in that certain Note Purchase Agreement by and among the several purchasers of Notes from time to time parties thereto (collectively, referred to as the “**Purchasers**”), each Grantor, Agent and the other Obligors party thereto, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”; capitalized terms used herein are used as defined in the Note Purchase Agreement).

B. The Purchasers are willing to purchase Notes from Issuer, but only upon the condition, among others, that each Grantor shall grant to Agent a security interest in certain Trademarks to secure the obligations of Issuer and each Grantor under the Note Purchase Agreement and the other Note Documents.

C. Pursuant to the terms of the Note Purchase Agreement, each Grantor has granted to Agent a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure its obligations under the Note Purchase Agreement and the other Note Documents, each Grantor grants and pledges to Agent a security interest in all of such Grantor’s right, title and interest in, to and under its Trademarks (including without limitation those Trademarks listed on Exhibit A hereto), and including without limitation all proceeds thereof, all service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office, and all renewals thereof, as well as any unregistered trademarks and service marks used by such Grantor, and all goodwill connected with the use thereof and symbolized thereby (collectively, the “**Trademark Collateral**”). Notwithstanding the foregoing, the “**Trademark Collateral**” shall not include any United States intent-to-use trademark applications 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 applications under applicable federal law; provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

This security interest is granted in conjunction with the security interest granted to Agent under the Note Purchase Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Note Documents,

and those which are now or hereafter available to Agent as a matter of law or equity. Each Grantor does hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Note Purchase Agreement, the terms and conditions of which are incorporated by reference herein as if fully set forth herein. For the avoidance of doubt, in the event of any conflict between the terms and conditions hereof and thereof, the terms and conditions of the Note Purchase Agreement will control. Each right, power and remedy of Agent provided for herein or in the Note Purchase Agreement or any of the Note 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 Agent of any one or more of the rights, powers or remedies provided for in this Trademark Security Agreement, the Note Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

(n) Sections 12.11 (*Swiss Limitations*) and 12.12 (*Limitations on Obligations of Irish Obligors*) of the NPA are hereby incorporated by reference, mutatis mutandis.

This Trademark Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

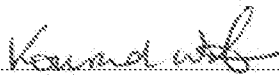
This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

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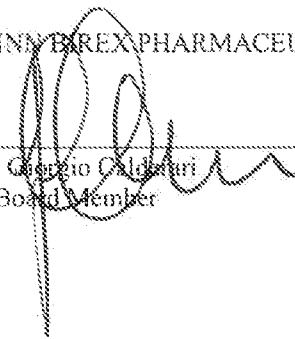
IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

HELSINN HEALTHCARE SA

By:   
Name: Konrad Wilson  
Title: Group CFO


HELSINN BIREX PHARMACEUTICALS LIMITED

By:   
Name: Giorgio Calzavara  
Title: Board Member

[Signature Page to Trademark Security Agreement]

AGENT:

HAMILTON SA LLC

By:   
Name: David Dubinsky  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007936 FRAME: 0179**

EXHIBIT A

Trademarks

Title	Country	Application No	Registration No	Owner
VALCHLOR SUPPORT	US	86/366341	4746737	HHC
VALCHLOR	US	85/425856	4538181	HHC
ADLUMIZ COMBI	US	97088731		HHC
FIDIZO	US	97460007		HHC
HELSINN CARES	US	97528006		HHC
ADLUMIZ	US	90565811	6,763,920	HHC
AKEXEV	US	90565801	6,763,919	HHC
AZALERTA	US	88298068	5981045	HHC
H HELSINN INVESTMENT FUND (LOGO)	US	87979067	5741579	HHC
H HELSINN CARES and logo	US	87978496	5588219	HHC
H HELSINN INVESTMENT FUND (LOGO)	US	87978115	5552585	HHC
H HELSINN INTEGRATIVE CARE (COLOR LOGO)	US	87977963	5699366	HHC
H HELSINN CARES and logo	US	87317008	5807307	HHC
ALOXI	US	76377426	2863255	HHC
ALOXI (colour logo)	US	86488652	4897369	HHC
AKYNZEO	US	85264083	4066299	HHC
H HELSINN (LOGO)	US	77982613	4051318	HHC
H (LOGO)	US	77701483	3830170	HHC
HELSINN	US	77701517	3946649	HHC
H HELSINN (LOGO)	US	77821385	4063842	HHC