

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLOVIS ONCOLOGY, INC.		01/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TOP IV Talents, LLC, as Administrative Agent		
Street Address:	2100 McKinney avenue		
Internal Address:	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:	6273537	BRCA BLUE	
Registration Number:	6273538	BRCA BLUE	
Registration Number:	6634163	BRCA BLUE IT MATTERS FOR MEN	
Registration Number:	6273539	BRCA BLUE IT MATTERS FOR MEN	
Registration Number:	5680656	MAINTENHANCE	
Registration Number:	5680655	MAINTENHANCE	
Registration Number:	5612521	RUBRACA	
Registration Number:	5156900	RUBRACA	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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:	2147467700		
Email:	juan.arias@weil.com		
Correspondent Name:	William Keller		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201-6950		
ATTORNEY DOCKET NUMBER:	William Keller-78003.0019		

CH \$215.00 6273537

NAME OF SUBMITTER:	William Keller
SIGNATURE:	/William Keller/
DATE SIGNED:	01/07/2023
Total Attachments: 5 source=Clovis (SSP) - Trademark Security Agreement Executed#page1.tif source=Clovis (SSP) - Trademark Security Agreement Executed#page2.tif source=Clovis (SSP) - Trademark Security Agreement Executed#page3.tif source=Clovis (SSP) - Trademark Security Agreement Executed#page4.tif source=Clovis (SSP) - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of January 6, 2023, is entered into by and among CLOVIS ONCOLOGY, INC., a Delaware corporation (the “**Grantor**”) and TOP IV Talents, LLC (the “**Assignee**”), as Administrative Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of January 6, 2023, among the Assignee, the Grantor and the other Grantors party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Financing Agreement, dated as of January 6, 2023 (as amended, restated, amended and 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 DIP Orders and certain other Collateral Documents, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the United States registrations and applications for the trademarks set forth on Schedule A hereto, and the goodwill associated therewith, (the “**Trademarks**”) 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 Pledge and Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby pledges, assigns and grants to the Assignee, on behalf of and for the benefit of the Secured Parties, a security interest in and continuing Lien on all of the Grantor’s right, title and interest in, to and under all of its Trademarks, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), 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: all of the Trademarks owned by such Grantor including, without limitation, those U.S. applied for and registered Trademarks set forth in Schedule A hereto, 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, solely 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 in any number of several counterparts, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed signature page in electronic form (including .pdf format) shall be as effective as delivery of a manually signed counterpart. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures (including in ".pdf" format) or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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

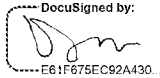
ASSIGNEE:

TOP IV TALENTS, LLC

By: _____
Name:
Title:

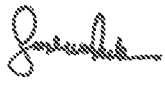
GRANTOR:

CLOVIS ONCOLOGY, INC.

By: _____

Name: Daniel W. Muehl
Title: Executive Vice President and Chief
Financial Officer

ASSIGNEE:

TOP IV TALENTS, LLC

By:  _____
Name: Joshua Peck
Title: Vice President

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

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U.S. Registered Trademarks

Grantor	Trademark Name	Status	Registration Number	Registration Date
Clovis Oncology, Inc.	BRCA BLUE	Registered	6273537	February 16, 2021
Clovis Oncology, Inc.	BRCA BLUE & Design	Registered	6273538	February 16, 2021
Clovis Oncology, Inc.	BRCA BLUE IT MATTERS FOR MEN	Registered	6634163	February 1, 2022
Clovis Oncology, Inc.	BRCA BLUE IT MATTERS FOR MEN & Design	Registered	6273539	February 16, 2021
Clovis Oncology, Inc.	MAINTENHANCE	Registered	5680656	February 19, 2019
Clovis Oncology, Inc.	MAINTENHANCE	Registered	5680655	February 19, 2019
Clovis Oncology, Inc.	RUBRACA & Design	Registered	5612521	November 20, 2018
Clovis Oncology, Inc.	RUBRACA	Registered	5156900	March 7, 2017

Applications of Registration of Trademarks

Grantor	Trademark Name	Application Number	Filing Date	Status	Registration Number	Registration Date
Clovis Oncology, Inc.	PARPS PLAIN AND SIMPLE	88027167	July 5, 2018	Filed	N/A	N/A
Clovis Oncology, Inc.	PARP PLAIN AND SIMPLE	88027165	July 5, 2018	Filed	N/A	N/A

SCHEDULE A

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RECORDED: 01/07/2023

**TRADEMARK
REEL: 007941 FRAME: 0118**