

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMMUNOGEN, INC.		04/06/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BIOPHARMA CREDIT PLC		
Street Address:	C/O BEAUFORT HOUSE, 51 NEW NORTH ROAD		
City:	EXETER EX4 4EP		
State/Country:	UNITED KINGDOM		
Entity Type:	Private Limited Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90488884	ELAHERE	
Serial Number:	97693875	ELAHERE	
Serial Number:	97676668		
Serial Number:	97532782	FR-ASSIST	
Serial Number:	97676672	ELAHERE	
Serial Number:	97532787	FR-ASSIST	
Serial Number:	97693877	ELAHERE SUPPORT SERVICES	
Serial Number:	97693878	ELAHERE SUPPORT SERVICES	
Serial Number:	97693879	ELAHERE MIRVETUXIMAB SORAVTANSINE INJECT	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	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		
ATTORNEY DOCKET NUMBER:	687747.0070		
NAME OF SUBMITTER:	Mussie B Beyene		

CH \$240.00 90488884

SIGNATURE:	/Mussie B Beyene/
DATE SIGNED:	04/06/2023
Total Attachments: 7 source=Active_134174356_5_ImmunoGen - Trademark Security Agreement - Executed#page1.tif source=Active_134174356_5_ImmunoGen - Trademark Security Agreement - Executed#page2.tif source=Active_134174356_5_ImmunoGen - Trademark Security Agreement - Executed#page3.tif source=Active_134174356_5_ImmunoGen - Trademark Security Agreement - Executed#page4.tif source=Active_134174356_5_ImmunoGen - Trademark Security Agreement - Executed#page5.tif source=Active_134174356_5_ImmunoGen - Trademark Security Agreement - Executed#page6.tif source=Active_134174356_5_ImmunoGen - Trademark Security Agreement - Executed#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2023, is made by IMMUNOGEN, INC. ("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).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of April 6, 2023 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among IMMUNOGEN, INC., a Massachusetts corporation ("Borrower"), 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 BIO PHARMA 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 April 6, 2023 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

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. 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, hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of Lenders and the other Secured Parties, and grants 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, 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 granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of Lenders and the other Secured Parties, pursuant to the Guaranty and Security Agreement 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 made and granted hereby 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 their Trademarks 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.

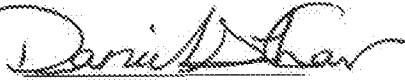
THE TERMS OF SECTION 10 OF THE LOAN AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AS IF SET FORTH IN FULL HEREIN AND THE PARTIES HERETO AGREE TO SUCH TERMS AND TO BE BOUND BY SUCH TERMS.

Section 7. Termination. Upon the absolute, unconditional and irrevocable payment in full of the Secured Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) 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 Grantors or any other Person entitled thereto. At such time, the Collateral Agent authorizes the filing by such 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,

IMMUNOGEN, INC.
as Grantor

By: 
Name: Daniel Char
Title: Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008035 FRAME: 0723

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

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

(See Attached)

134174356_3

TRADEMARK
REEL: 008035 FRAME: 0725

TRADEMARK PORTFOLIO

Trade Number	Country	Sub class	Case type	Trademark	Status	Application number	Filing date	Registration Number	Registration date
T015	EM	001	MPR	ELAHERE	Registered	1479993	28-Jun-2019	1479993	7-Jan-2020
T015	EM	002	MPR	ELAHERE	TMK-SHELL				
T015	GB	001	MPR	ELAHERE	Registered	1479993	28-Jun-2019	1479993	12-Nov-2019
T015	GB	002	PRI	ELAHERE	TMK-SHELL				
T015	US	001	PRI	ELAHERE	Abandoned	88/268,164	18-Jan-2019		
T015	US	002	ORD	ELAHERE	Abandoned	90/009,779	18-Jun-2020		
T015	US	003	ORD	ELAHERE	Allowed	90/488,884	26-Jan-2021		
T015	US	003	ORD	ELAHERE	Pending	97693875	28-Nov-2022		
T026	EM	001	MPR	MARVETUXMAB STARBURST LOGO	Published	1705316	Nov 18, 2022		
T026	GB	001	MPR	MARVETUXMAB STARBURST LOGO	Pending	1705316	Nov 18, 2022		
T026	US	001	MPR	MARVETUXMAB STARBURST LOGO	Pending	97676668	Nov 14, 2022		
T028	EM	001	MPR	FR-ASSIST	Pending	A0131848	Jan 25, 2023		
T028	GB	001	MPR	FR-ASSIST	Pending	A0131848	Jan 25, 2023		
T028	US	001	PRI	FR-ASSIST	Pending	97632782	3-Aug-2022		
T029	EM	001	MPR	ELAHERE & DESIGN	Pending	1705317	Nov 18, 2022		
T029	GB	001	MPR	ELAHERE & DESIGN	Pending	1705317	Nov 18, 2022		
T029	US	001	MPR	ELAHERE & DESIGN	Pending	97676672	Nov 14, 2022		
T030	EM	001	MPR	FR-LALPHASSIST	Pending	A0131849	Jan 25, 2023		
T030	GB	001	MPR	FR-LALPHASSIST	Pending	A0131849	Jan 25, 2023		
T030	US	001	PRI	FR-LALPHASSIST	Pending	97502787	3-Aug-2022		
T031	EM	001	MPR	ELAHERE SUPPORT SERVICES	TMK-SHELL				
T031	GB	001	MPR	ELAHERE SUPPORT SERVICES	TMK-SHELL				
T031	US	001	PRI	ELAHERE SUPPORT SERVICES	Pending	97693877	Nov 28, 2022		
T032	EM	001	MPR	ELAHERE SUPPORT SERVICES (& Starburst Logo)	TMK-SHELL				
T032	GB	001	MPR	ELAHERE SUPPORT SERVICES (& Starburst Logo)	TMK-SHELL				

ImmunoGen, Inc.

April 4, 2023

CONFIDENTIAL INFORMATION - NOT FOR FURTHER DISTRIBUTION

