

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempus Labs, Inc.		10/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98182340	TEMPUS NEXT	
Serial Number:	98133921	TEMPUS HISTOGENOMICS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	10/13/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 11, 2023 (this “Trademark Security Agreement”), by TEMPUS LABS, INC., a Delaware corporation (the “Grantor”), in favor of ARES CAPITAL CORPORATION, as Collateral Agent (in such capacity, the “Collateral Agent”), in respect of that certain Guarantee and Collateral Agreement dated as of September 22, 2022 as the same may be amended, restated, amended and restated, or otherwise modified from time to time (the “Collateral Agreement”), by and among the Grantor (in such capacity thereunder, the “Borrower”), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a “Subsidiary Guarantor” and collectively, the “Subsidiary Guarantors”); the Subsidiary Guarantors and the Borrower are referred to collectively herein as the “Grantors”) and the Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor is party to the Collateral Agreement in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Collateral Agreement in accordance with Section 7.13 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law Jurisdiction; Consent to Service of Process. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

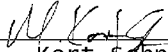
SECTION 7. Other Provisions. The provisions of Section 7.09(b), (c) and (d) (“Governing Law; Jurisdiction; Consent to Service of Process”) and Section 7.10 (“Waiver of Jury Trial”) are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

TEMPUS LABS, INC., a Delaware corporation, as Grantor

By: James Rogers
Name: James Rogers
Title: Chief Financial Officer

ARES CAPITAL CORPORATION,
as Collateral Agent

By:  _____
Name: Kurt Schnabel
Title: Authorized Signatory

Schedule I
Trademark Registrations and Use Applications

Trademark Registrations and Applications:

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
TEMPUS NEXT	98182340	9/15/23	N/A	N/A	Pending
TEMPUS HISTOGENOMICS	98133921	8/15/23	N/A	N/A	Pending