

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857858

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOP IV SPV GP, LLC		11/30/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CLOVIS ONCOLOGY, INC.		
<b>Street Address:</b>	5500 Flatiron Parkway, Suite 100		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80301		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5680656	MAINTENHANCE	
<b>Registration Number:</b>	5680655	MAINTENHANCE	
<b>Registration Number:</b>	5612521	RUBRACA	
<b>Registration Number:</b>	5156900	RUBRACA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325360		
<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>			
<b>Phone:</b>	215-569-5360		
<b>Email:</b>	mhomyk@blankrome.com		
<b>Correspondent Name:</b>	Matthew A. Homyk		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	Blank Rome LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	164608-00118		
<b>NAME OF SUBMITTER:</b>	Matthew A. Homyk		
<b>SIGNATURE:</b>	/Matthew Homyk/		
<b>DATE SIGNED:</b>	12/02/2023		
<b>Total Attachments: 4</b>			

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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of November 30, 2023 and granted by TOP IV SPV GP, LLC (the "**Collateral Agent**"), a Texas limited liability company, as collateral agent for the secured parties under the Loan Agreement referred to below (the "**Secured Parties**"), in favor of CLOVIS ONCOLOGY, INC., a Delaware corporation (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of May 1, 2019 (the "**Loan Agreement**") among the Grantor, the Collateral Agent, and the other lenders party thereto, the Grantor executed and delivered to the Collateral Agent (i) that certain Financing Agreement by and between, among others, certain of the Grantor's affiliates, the Collateral Agent, and certain lenders party thereto dated as of January 6, 2023 (the "**Master Security Agreement**") and (ii) that certain Trademark Security Agreement by and between the Grantor and the Collateral Agent dated as of May 1, 2019 (the "**Trademark Security Agreement**" and, together with the Master Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6643, Frame 0634 on May 6, 2019; with the United Kingdom Intellectual Property Office as well as in the International Register. and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

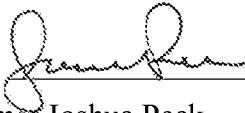
2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

**IN WITNESS WHEREOF**, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**TOP IV SPV GP, LLC**

as Collateral Agent

By:  \_\_\_\_\_

Name: Joshua Peck

Title: Vice President and Secretary

Address for Notices:

2100 McKinney Avenue, Suite 1500  
Dallas, Texas 75201

[Signature Page to Release of Trademark Security Interest]

**TRADEMARK**  
**REEL: 008276 FRAME: 0412**

**SCHEDULE 1**  
**TRADEMARKS**

U.S. Registered Trademarks

Grantor	Trademark Name	Application Number	Filing Date	Status	Registration Number	Registration Date
Clovis Oncology Inc.	MAINTENHANCE			Registered	5680656	February 19, 2019
Clovis Oncology Inc.	MAINTENHANCE			Registered	5680655	February 19, 2019
Clovis Oncology Inc.	RUBRACA			Registered	5612521	November 20, 2018
Clovis Oncology Inc.	RUBRACA			Registered	5156900	March 7, 2017

Applications of Registration of Trademarks

None.

Registered Trademarks in the UK

RUBRACA (&fig.) n. UK00801359266

RUBRACA n. UK00801284251

International registrations

RUBRACA (&fig.) n. 1 359 266

RUBRACA n. 1 284 251

SCHEDULE 1

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**RECORDED: 12/02/2023**

**TRADEMARK**  
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