

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI16386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOPHARMA CREDIT PLC, as collateral agent		02/12/2024	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Company Name:	IMMUNOGEN, INC.		
Street Address:	830 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88268164	ELAHERE	
Serial Number:	90009729	ELAHERE	
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 INJECTION 100 MG SUPPORT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	2128410406		
Email:	melissa.karasavidis@ropesgray.com		
Correspondent Name:	Melissa Karasavidis		

CH \$290.00.00 88268164

Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER: c/m 112968-0065

NAME OF SUBMITTER: Melissa Karasavidis

SIGNATURE: Melissa Karasavidis

DATE SIGNED: 02/12/2024

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of February 12, 2024 (this "Termination and Release") is made by BIOPHARMA CREDIT PLC, as collateral agent for the Lenders and the other Secured Parties (in such capacity, the "Collateral Agent"), in favor of IMMUNOGEN, INC., a Massachusetts corporation (the "Grantor").

RECITALS:

WHEREAS, the Grantor is party to that certain Guaranty and Security Agreement, dated as of April 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"; terms used in this Termination and Release and not otherwise defined herein have the meanings set forth in the Guaranty and Security Agreement), by and among the Grantor, the Collateral Agent and certain other parties thereto, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below), including, but not limited to, those Trademarks listed on Schedule A hereto;

WHEREAS, the Grantor entered into that certain Trademark Security Agreement, dated as of April 6, 2023 (the "Trademark Security Agreement"), granting the Collateral Agent a security interest in and Lien on all of each Grantor's right, title and interest in, to and under the Trademarks that constitute Collateral (including, without limitation, those listed on Schedule I thereto), including the right to receive all proceeds therefrom (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on April 6, 2023 at Reel/Frame 8035/0719;

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Termination and Release in order to effectuate, evidence and record the release and termination, and reassignment to the Grantor, of any and all right, title and interest the Collateral Agent may have in the Trademark Collateral; and

WHEREAS, the Collateral Agent desires to terminate and release its security interest in the Trademark Collateral.

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

SECTION 1. Release of Security Interest. The Trademark Security Agreement is hereby terminated, and the Collateral Agent hereby irrevocably releases, terminates and discharges all liens, security interests and claims the Collateral Agent has in, to and under the Trademark Collateral under the Trademark Security Agreement. Without representation, recourse or warranty of any kind whatsoever, the Collateral Agent hereby releases, relinquishes and discharges all of its Lien on and security interest in and to all of the Grantor's right, title and interest in and to the Trademark Collateral (including, without limitation, each trademark listed on Schedule A hereto), and reassigns, transfers and conveys to the Grantor all right, title and interest of the Collateral

Agent in the Trademark Collateral. Any right, title or interest of the Collateral Agent in the Trademark Collateral shall hereby terminate, cease and become void.

SECTION 2. Filing the Release. The Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representatives, to file and record this Termination and Release at the USPTO and/or any other applicable governmental office or agency, in each case, at the Grantor's sole cost and expense. The Collateral Agent agrees, at the Grantor's sole cost and expense, to execute and deliver to the Grantor other instruments and other documents as may be necessary to release the Lien on and security interest in the Trademark Collateral which had been granted under the Trademark Security Agreement.

SECTION 3. Counterparts; Electronic Transmission. This Termination and Release may be executed and delivered by facsimile or other means of electronic transmission and such transmission shall constitute an original for all purposes.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer 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 A
Trademark Collateral
[See Attached]

TRADEMARK PORTFOLIO

Docket Number	Country	Sub Case	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	90/009,729	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	MIRVETUXIMAB STARBURST LOGO	Published	1705316	Nov 18, 2022		
T026	GB	001	MPR	MIRVETUXIMAB STARBURST LOGO	Pending	1705316	Nov 18, 2022		
T026	US	001	MPR	MIRVETUXIMAB 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	97532782	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-(ALPHA)SISIT	Pending	A0131849	Jan 25, 2023		
T030	GB	001	MPR	FR-(ALPHA)SISIT	Pending	A0131849	Jan 25, 2023		
T030	US	001	PRI	FR-(ALPHA)SISIT	Pending	97532787	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.

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