

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADC THERAPEUTICS SA		05/19/2020	Société Anonyme (Sa): SWITZERLAND
RECEIVING PARTY DATA			
Name:	DEERFIELD PARTNERS, L.P., as Grantee		
Street Address:	780 Third Avenue		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85577148	ADC THERAPEUTICS	
Serial Number:	86983736	ADC THERAPEUTICS	
Serial Number:	86983735	ADC THERAPEUTICS	
Serial Number:	88506312	ADCROZ	
Serial Number:	86871990	ADCT	
Serial Number:	87796629	ADCT	
Serial Number:	88662016	CATCHLIGHT	
Serial Number:	88662133	CATCHLIGHT	
Serial Number:	88506358	ZYNLONTA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		

CH \$240.00 85577148

Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 05/19/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of May 19, 2020, by ADC THERAPEUTICS SA, a Swiss société anonyme (“Grantor”), in favor of DEERFIELD PARTNERS, L.P., as agent for the Secured Parties (as defined in the Facility Agreement referenced below) (in such capacity, together with its successors and assigns in such capacity, “Grantee”):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Grantee have entered into that certain Facility Agreement dated as of April 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Facility Agreement”), pursuant to which the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof, by and among Grantee, Grantor and the other “Grantors” (as defined therein) from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and Lien upon the Collateral, including all Trademarks, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all income, royalties, damages and payments with respect to the foregoing, to secure the payment of all Secured Obligations, in each case other than Excluded Assets.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Facility Agreement and Security Agreement. The provisions of Sections 1.2 and 9.3 (with respect to Governing Law; Venue; Jurisdiction; Service of Process; and Waiver of Jury Trial) of the Facility Agreement are incorporated herein by reference thereto mutatis mutandis. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement, or if not defined therein, in the Facility Agreement. In the event of a conflict between a provision of the Security Agreement and a provision of this Agreement, the provision of the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment of the Secured Obligations (including any Make Whole Amount and Exit Charge), Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing Lien on and security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto and all other Trademarks, all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all proceeds with respect to the foregoing; and

(b) all income, royalties, damages and payments relating to the foregoing, including without limitation, damages payable with respect to any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark,

or (ii) injury to the goodwill associated with each such Trademark, and all proceeds with respect to the foregoing.

Notwithstanding the foregoing, no Trademark Collateral shall include (i) any Excluded Assets or (ii) any Collateral which is subject to any of the Swiss Collateral Documents or English Debenture (in each case, as defined in the Facility Agreement).

3. Release. Section 9.26 of the Facility Agreement is incorporated herein and shall apply hereto mutatis mutandis.

4. Counterparts. This Agreement may be executed in several counterparts, and by each party hereto on separate counterparts, each of which and any photocopies, facsimile copies and other electronic methods of transmission thereof shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ADC THERAPEUTICS SA,
a Swiss *société anonyme*

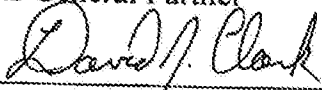
By: 
Name: Michael Forer
Title: Vice Chairman & EVP

Agreed and accepted as of
the date first written above:

DEERFIELD PARTNERS, L.P., as Grantee

By: Deerfield Mgmt, L.P.,
its General Partner

By: J.E. Flynn Capital, LLC,
its General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE A

Owner/ Grantor	Trademark	Appl. Date	Reg. Date	Appl. No.	Reg. No.	Jurisdiction
ADC THERAPEUTICS SA	ADC THERAPEUTICS (WORD MARK)	March 22, 2012	December 3, 2013	85577148	4445250	United States
ADC THERAPEUTICS SA	ADC THERAPEUTICS (WORD MARK)	January 11, 2016	July 17, 2018	86983736	5516438	United States
ADC THERAPEUTICS SA	ADC THERAPEUTICS LOGO	January 11, 2016	July 17, 2018	86983735	5516437	United States
ADC THERAPEUTICS SA	ADCROZ	July 9, 2019		88506312		United States
ADC THERAPEUTICS SA	ADCT (WORD MARK)	January 11, 2016		86871990		United States
ADC THERAPEUTICS SA	ADCT LOGO	February 13, 2018		87796629		United States
ADC THERAPEUTICS SA	CATCHLIGHT	October 21, 2019		88662016		United States
ADC THERAPEUTICS SA	CATCHLIGHT LOGO	October 21, 2019		88662133		United States
ADC THERAPEUTICS SA	ZYNLONTA	July 9, 2019		88506358		United States