

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756872

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tempus Labs, Inc.		09/22/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97360846	AKESOGEN	
<b>Serial Number:</b>	97336557	HIGHLINE SCIENCES	
<b>Serial Number:</b>	97336561	HIGHLINE SCIENCES	
<b>Serial Number:</b>	90188148	IC	
<b>Serial Number:</b>	88817500	XE	
<b>Serial Number:</b>	88817505	XF	
<b>Serial Number:</b>	88817509	XG	
<b>Serial Number:</b>	88817514	XT	
<b>Serial Number:</b>	88979751	TEMPUS	
<b>Serial Number:</b>	88980232	TEMPUS ONE	
<b>Serial Number:</b>	88620114	ONE	
<b>Serial Number:</b>	88212777	TEMPUS	
<b>Serial Number:</b>	88092156	TIME TRIAL	
<b>Serial Number:</b>	86782970	TEMPUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312-577-8438		

CH \$365.00 97360846

**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:** 09/22/2022

**Total Attachments: 5**

source=ares tempus trademark security agreement final 2022 EXECUTED#page1.tif  
source=ares tempus trademark security agreement final 2022 EXECUTED#page2.tif  
source=ares tempus trademark security agreement final 2022 EXECUTED#page3.tif  
source=ares tempus trademark security agreement final 2022 EXECUTED#page4.tif  
source=ares tempus trademark security agreement final 2022 EXECUTED#page5.tif

## **TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of September 22, 2022 (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.]*

IN WITNESS WHEREOF, each 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.

**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: Scott Lem  
Title: Authorized Signator

[Signature to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007856 FRAME: 0574**

**Schedule I**  
**Trademark Registrations and Use Applications**

**Trademark Registrations and Applications:**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
AKESOGEN	97360846	4/13/22	N/A	N/A	Pending
HIGHLINE SCIENCES	97336557	3/29/22	N/A	N/A	Pending
HIGHLINE SCIENCES	97336561	3/29/22	N/A	N/A	Pending
IC	90188148	9/17/20	6821830	9/17/20	Registered
XE	88817500	3/2/20	6108053	7/21/20	Registered
XF	88817505	3/2/20	6108054	7/21/20	Registered
XG	88817509	3/2/20	6694803	4/5/22	Registered
XT	88817514	3/2/20	6214864	12/8/20	Registered
Tempus	88979751	2/4/20	6734166	5/24/22	Registered
TEMPUS ONE	88980232	9/17/19	6694921	4/5/22	Registered
ONE	88620114	9/17/19	6654172	2/22/22	Registered
TEMPUS	88212777	11/30/18	5793513	7/2/19	Registered
TIME TRIAL	88092156	8/24/18	5933323	12/10/19	Registered
TEMPUS	86782970	10/9/15	5079445	11/8/16	Registered